

West Virginia University Purchase Change Request		FY 20	Buyer T	Date 7/23/19	Acct # Various	P. O Date 9/23/99	Order # 201048
Document <input type="checkbox"/> Requisition (Cancellation Only) <input type="checkbox"/> Regular Purchase Order <input type="checkbox"/> Contract Purchase Order <input type="checkbox"/> Open End Contract Purchase Order <input checked="" type="checkbox"/> Agreement		Purpose of Change (Check boxes applicable) <input type="checkbox"/> Cancellation <input checked="" type="checkbox"/> Increase/Decrease <input type="checkbox"/> Unused Balance(\$25.00 Maximum) <input type="checkbox"/> Freight <input type="checkbox"/> Renewal <input type="checkbox"/> Extension Error <input type="checkbox"/> Error in Total Amount <input type="checkbox"/> Change of Account <input type="checkbox"/> Change of Vendor Name/ Address <input type="checkbox"/> Other					
Vendor Name, Address, FEIN, Phone # Patron Solutions LLC DBA Paciolan LLC 5171 California Avenue Suite 200 Irvine, CA 92617				Spending Unit Name & Address West Virginia University Department of Intercollegiate Athletics PO Box 0877 Morgantown, WV 26507			
Item#	Quantity	Unit M	Description			Unit Price	Extended Price
			Change Order # <u>36</u> PLEASE AMEND CONTRACT AS FOLLOWS: To incorporate the attached AMENDMENT NO. 8 TO SYSTEM PURCHASE CONTRACT, effective July 1, 2019 into the original agreement dated July 1, 2009, as amended from time to time. Marketing Services, Section 3 of Amendment No. 5 (CO 26), is amended and restated. EFFECTIVE DATE: July 1 , 2019				
Reason for Change: To incorporate the attached Amendment No. 8				Previous Total \$ <u>Open End</u> Increase \$ <u> </u> Decrease \$ <u> </u> New Total \$ <u>Open End</u>			

Funding Paragraph

Service performed under this contract is to be continued in the succeeding fiscal year contingent upon funds being appropriated by the Legislature for this service. In the event funds are not appropriated for this service, this contract becomes of no effect and is null and void after June 30.

Approved

Terri M Castor

Digitally signed by Terri M Castor
 DN: cn=Terri M Castor, o=West Virginia University,
 ou=Procurement, Contracting & Payment Services,
 email=terri.castor@mail.wvu.edu, c=US
 Date: 2019.07.24 09:42:42 -04'00'

Procurement Officer

Date

**AMENDMENT NO.8 TO
SYSTEM PURCHASE CONTRACT**

This Amendment No. 8 ("Amendment") to that certain System Purchase Contract dated as of July 1, 2009, as amended and supplemented from time to time ("Original Agreement"), is entered into effective as of July 1, 2019 ("Amendment Effective Date") by and between Paciolan, LLC ("Paciolan") and The West Virginia University Board of Governors on behalf of West Virginia University, a public body politic and corporate and a political subdivision of the State of West Virginia ("Customer").

Background

Paciolan and Customer now desire to further amend the Original Agreement as specified below in order to extend the term of the Original Agreement.

In consideration of the foregoing and other good and valuable consideration, the receipt of which is hereby acknowledged, the parties hereto agree to amend the Original Agreement as follows.

Original Agreement Amendments

1. **Marketing Services.** Section 3 of Amendment No. 5 to the Original Agreement effective as of May 1, 2015 shall be amended and restated in its entirety as follows:

"Paciolan shall provide Customer with an annual credit of \$22,972 during the Term for each contract year (July 1-June 30) for the purchase of additional digital marketing services pursuant to separate order forms and/or agreements, which annual credit shall expire at the end of each contract year and will not carryover to the subsequent contract year (i.e. "use it or lose it")."

2. **Supplemental Investment Addendum.** There is hereby added to the Investment Addenda to the Original Agreement, the Supplemental Investment Addendum attached hereto as Exhibit A. The Supplemental Investment Addendum (i) supplements the Investment Addenda to the Original Agreement, and (ii) sets forth the additional subscription services and corresponding terms applicable to the subscription services provided under this Amendment under the Original Agreement, as amended by this Amendment.

Except as amended by this Amendment, all other terms and conditions set forth in the Original Agreement shall remain in full force and effect. If there is any conflict between the terms of this Amendment and the Original Agreement, then the terms of this Amendment shall prevail.

IN WITNESS WHEREOF, the parties have caused this Amendment to be executed and do each hereby represent that their respective signatory whose signature appears below has been and is on the Amendment Effective Date duly authorized by all necessary and appropriate corporate action to execute this Amendment.

PACIOLAN, LLC

Signature:



Kimberly Damron

Name:

President & CEO

Date: 7/22/19

WEST VIRGINIA UNIVERSITY

Signature:

Terri M Castor

Digitally signed by Terri M Castor
DN: cn=Terri M Castor, o=West Virginia University,
ou=Procurement, Contracting & Payment Services,
email=terri.castor@mail.wvu.edu, c=US
Date: 2019.07.24 09:42:11 -04'00'

Name:

Terri M Castor

Title:

Category Manager

Date:

July 24, 2019

EXHIBIT A
SUPPLEMENTAL INVESTMENT ADDENDUM

SOFTWARE		
Qty	Description	Annual
	Third Party Software Subscription Services	
1	Builder	\$5,000
	Builder Discount	-\$5,000
ADDITIONAL TERMS		
Builder Use of the Builder Third Party Software subscription services shall be subject to the Movable Inc Reseller Online Terms available at: https://movableink.com/legal/reseller .		

**West Virginia University
Purchase Change Request**

FY	Buyer	Date	Acct #	P. O Date	Order #
19	T	6/27/19	Various	9/23/99	201048

Document	Purpose of Change (Check boxes applicable)				
<input type="checkbox"/> Requisition (Cancellation Only) <input type="checkbox"/> Regular Purchase Order <input type="checkbox"/> Contract Purchase Order <input type="checkbox"/> Open End Contract Purchase Order <input checked="" type="checkbox"/> Agreement	<input type="checkbox"/> Cancellation <input checked="" type="checkbox"/> Increase/Decrease <input type="checkbox"/> Unused Balance (\$25.00 Maximum) <input type="checkbox"/> Freight <input type="checkbox"/> Renewal <input type="checkbox"/> Extension Error	<input type="checkbox"/> Error in Total Amount <input type="checkbox"/> Change of Account <input type="checkbox"/> Change of Vendor Name/ Address <input type="checkbox"/> Other			

Vendor Name, Address, FEIN, Phone #

Patron Solutions LLC
DBA Paciolan LLC
5171 California Avenue
Suite 200
Irvine, CA 92617

Spending Unit Name & Address

West Virginia University
Department of Intercollegiate Athletics
PO Box 0877
Morgantown, WV 26507

Item#	Quantity	Unit M	Description	Unit Price	Extended Price
			<p>Change Order # <u>35</u></p> <p>PLEASE AMEND CONTRACT AS FOLLOWS:</p> <p>To incorporate the attached Investment Addendum for Hosted Access Management Server, to the System Purchase Contract dated July 1, 2009, as amended from time to time.</p> <p>EFFECTIVE DATE: June 25 , 2019</p>		

Reason for Change:	Previous Total \$ <u>Open End</u>
To incorporate the attached Investment Addendum	Increase \$ <u> </u>
	Decrease \$ <u> </u>
	New Total \$ <u>Open End</u>

Funding Paragraph

Service performed under this contract is to be continued in the succeeding fiscal year contingent upon funds being appropriated by the Legislature for this service. In the event funds are not appropriated for this service, this contract becomes of no effect and is null and void after June 30.

Approved

Terri M Castor

Digitally signed by Terri M Castor
DN: cn=Terri M Castor, o=West Virginia University, ou=Procurement, Contracting & Payment Services, email=terri.castor@mail.wvu.edu, c=US
Date: 2019.06.27 10:48:10 -04'00'

Procurement Officer

Date

INVESTMENT ADDENDUM
West Virginia University

Access Management		
Qty	Description	Ext Price
	Hardware	
0	Handheld scanner kits	\$ -
0	Access Point kits	\$ -
1	Access server (Hosted)	\$ 4,500
	Hardware subtotal	<u>\$ 4,500</u>
	Software	
	Access Management software licenses	
0	AM Handheld software license fee	\$ -
113	Microsoft Windows Device CAL	\$ 3,955
	Software subtotal	<u>\$ 3,955</u>
	Professional Services	
1	Project Management & Planning	\$ 200
1	Configuration & Testing	\$ 1,600
	Professional Services subtotal	<u>\$ 1,800</u>
	Total	<u>\$10,255</u>

* Notes:

- Estimate does not include travel and expenses, which will be billed separately to Customer, as incurred.
- Shipping, Sales Taxes, Import Taxes, and/or Brokerage fees will be billed separately to Customer, as incurred.
- Quoted amounts are estimates based on preliminary Customer scoping data and Paciolan site assessment visit if it has occurred. Revisions may be applicable based on the site evaluation and/or additional Ticketing/Operations/IT context details finalized during implementation planning.
- For functionality using cards with magnetic stripes or barcodes, solution costs may increase for unplanned requirements related to new/unique data retrieval formats from card information, specialized operating procedures, and/or custom processes with patron data import or ticket delivery.
- Scope of work is completed in phases for multi-venue/multi-activity implementations.
- Target Go-Live dates and on-site event support are subject to mutual agreement and Paciolan availability.
- Customer will provide venue infrastructure for proper installation, operation, and storage of equipment, and for data network connectivity to user locations. This may require Customer to procure and install other necessary data cabling, electrical wiring, conduit, switches/routers/hubs, firewalls, etc.
- Customer will install wireless network equipment at mutually agreed locations to ensure sufficient signal coverage. Assembly and positioning of access points & antenna kits will be directed by Paciolan during system implementation. Otherwise, if Customer has elected to supply and manage all wireless network components, the wireless configuration must provide suitable signal coverage and system connectivity.
- Paciolan supports the performance of the Access Management solution only with system hardware and software configurations supplied by Paciolan. The system is delivered with components setup for single-purpose use. In order to assure compatibility, any equipment or system configurations from other sources must be endorsed in advance by Paciolan. Installation and troubleshooting support for components, setups, or alternative uses not supplied by Paciolan will be limited and may incur additional costs.

Investment Addendum
FEES AND PAYMENT TERMS

West Virginia University

FEES	
HARDWARE	\$4,500
SOFTWARE	\$3,955
PROFESSIONAL SERVICES	\$1,800
TOTAL	\$10,255
PAYMENT TERMS	
DUE upon mutual execution of this Investment Addendum	\$10,255

This Investment Addendum supplements the Investment Addendum (Addenda) to the System Purchase Contract effective as of July 1, 2009, as amended from time to time ("Agreement") by and between Paciolan, LLC. and West Virginia University . This Investment Addendum shall be subject to the terms and conditions of the Agreement and is incorporated therein by reference. In the event of any conflict between this Investment Addendum and the Agreement, the Agreement shall prevail. IN WITNESS WHEREOF, the parties have caused this Investment Addendum to be executed and do each hereby represent that their respective signatory whose signature appears below has been and is on the date hereof duly authorized by all necessary and appropriate action to execute this Investment Addendum.

PACIOLAN, LLC

Signature: 
Name: Kimberly Damron
Title: President & CEO
Date: 6/25/19

WEST VIRGINIA UNIVERSITY

Signature: 
Name: Doug Himes
Title: Director of IT
Date: 6/25/19

West Virginia University Purchase Change Request		FY 19	Buyer T	Date 1/18/19	Acct # Various	P. O Date 9/23/99	Order # 201048
Document <input type="checkbox"/> Requisition (Cancellation Only) <input type="checkbox"/> Regular Purchase Order <input type="checkbox"/> Contract Purchase Order <input checked="" type="checkbox"/> Open End Contract Purchase Order <input checked="" type="checkbox"/> Agreement		Purpose of Change (Check boxes applicable) <input type="checkbox"/> Cancellation <input checked="" type="checkbox"/> Increase/Decrease <input type="checkbox"/> Unused Balance(\$25.00 Maximum) <input type="checkbox"/> Freight <input type="checkbox"/> Renewal <input type="checkbox"/> Extension Error <input type="checkbox"/> Error in Total Amount <input type="checkbox"/> Change of Account <input type="checkbox"/> Change of Vendor Name/ Address <input type="checkbox"/> Other					
Vendor Name, Address, FEIN, Phone # Patron Solutions LLC DBA Paciolan LLC 5171 California Avenue Suite 200 Irvine, CA 92617				Spending Unit Name & Address West Virginia University Department of Intercollegiate Athletics PO Box 0877 Morgantown, WV 26507			
Item#	Quantity	Unit M	Description			Unit Price	Extended Price
			Change Order # <u>34</u> PLEASE AMEND CONTRACT AS FOLLOWS: To incorporate the attached Investment Addendum for 3-D Secure Authentication Transactions, to the System Purchase Contract dated July 1, 2009, as amended from time to time. EFFECTIVE DATE: January 16 , 2019				
Reason for Change: To incorporate the attached Investment Addendum				Previous Total \$ <u>Open End</u> Increase \$ _____ Decrease \$ _____ New Total \$ <u>Open End</u>			

Funding Paragraph
 Service performed under this contract is to be continued in the succeeding fiscal year contingent upon funds being appropriated by the Legislature for this service. In the event funds are not appropriated for this service, this contract becomes of no effect and is null and void after June 30.

Approved

Terri M Castor

Digitally signed by Terri M Castor
 DN: cn=Terri M Castor, o=West Virginia University,
 ou=Procurement, Contracting & Payment Services,
 email=terri.castor@mail.wvu.edu, c=US
 Date: 2019.01.18 08:58:29 -05'00'

Procurement Officer

Date

INVESTMENT ADDENDUM
West Virginia University

SOFTWARE		Unit Price	Ext. Price
Qty	Description		
1	Paciolan Software		
1	Credit Software License	Existing	Existing
1	3-D Secure Authentication		
1	Verified by Visa and MasterCard SecureCode	\$0.09 /per Transaction ¹	
1	American Express Safekey	\$0.17 /per Transaction ¹	
<small>¹ 3-D Secure Authentication Transactions to be billed monthly. Please note that 3D-Secure Authentication may provide reduced chargeback exposure to merchants per the rules of Visa, Mastercard, and American Express. Please consult your merchant bank for further details on how this program applies to you. If you opt for 3-D Secure then it is required for all card types (American Express, Visa, and Mastercard).</small>			

Investment Addendum
FEES AND PAYMENT TERMS

West Virginia University

FEES	
3-D Secure Authentication Transactions Verified by Visa and MasterCard SecureCode - \$0.09 per Transaction American Express Safekey - \$0.17 per Transaction	
PAYMENT TERMS	
3-D Secure Authentication Transactions to be billed monthly	
<p>This Investment Addendum supplements the Investment Addendum (Addenda) to the System Purchase Contract dated as of July 1, 2009, as amended from time to time ("Agreement") by and between Paciolan, LLC. and the West Virginia Board of Governors on behalf of West Virginia University. This Investment Addendum shall be subject to the terms and conditions of the Agreement and is incorporated therein by reference. In the event of any conflict between this Investment Addendum and the Agreement, the Agreement shall prevail.</p> <p>IN WITNESS WHEREOF, the parties have caused this Investment Addendum to be executed and do each hereby represent that their respective signatory whose signature appears below has been and is on the date hereof duly authorized by all necessary and appropriate action to execute this Investment Addendum.</p>	
<p>PACIOLAN</p> <p>Signature: _____ Name: <u>Mark E. Damron</u> Title: <u>President & CEO</u> Date: <u>1/16/19</u></p>	<p>WEST VIRGINIA UNIVERSITY</p> <p>Signature: _____ Name: Terri M Castor <small>Digital Signature Terri M Castor Date 01-Jan-2018, Client: wvuniv, University, and State: West Virginia, Country: United States, IP: 64.233.144.246 Device: 10.10.10.10, Software: Microsoft Internet Explorer Date: 2019-01-16 11:21:21 EST</small> Title: <u>Category Manager</u> Date: <u>January 10, 2019</u></p>

West Virginia University Purchase Change Request		FY 19	Buyer T	Date 11/28/18	Acct # Various	P, O Date 9/23/99	Order # 201048
Document <input type="checkbox"/> Requisition (Cancellation Only) <input type="checkbox"/> Regular Purchase Order <input type="checkbox"/> Contract Purchase Order <input type="checkbox"/> Open End Contract Purchase Order XX <input checked="" type="checkbox"/> Agreement		Purpose of Change (Check boxes applicable) <input type="checkbox"/> Cancellation <input type="checkbox"/> Increase/Decrease <input type="checkbox"/> Unused Balance(\$25.00 Maximum) <input type="checkbox"/> Freight XX <input checked="" type="checkbox"/> Renewal <input type="checkbox"/> Extension Error <input type="checkbox"/> Error in Total Amount <input type="checkbox"/> Change of Account <input type="checkbox"/> Change of Vendor Name/ Address <input type="checkbox"/> Other					
Vendor Name, Address, FEIN, Phone # Patron Solutions LLC DBA Paciolan LLC 5171 California Avenue Suite 200 Irvine, CA 92617				Spending Unit Name & Address West Virginia University Department of Intercollegiate Athletics PO Box 0877 Morgantown, WV 26507			
Item#	Quantity	Unit M	Description			Unit Price	Extended Price
			Change Order # <u>33</u> PLEASE AMEND CONTRACT AS FOLLOWS: To incorporate the attached AMENDMENT NO.7 TO SYSTEM PURCHASE CONTRACT, effective December 1, 2018, into the original agreement dated July 1, 2009, as amended from time to time. The Term of the Contract is now extended until June 30, 2024. EFFECTIVE DATE: December 1, 2018				
Reason for Change: To incorporate Amendment No. 7				Previous Total \$ <u> </u> Open End Increase \$ <u> </u> Decrease \$ <u> </u> New Total \$ <u> </u> Open End			

Funding Paragraph
 Service performed under this contract is to be continued in the succeeding fiscal year contingent upon funds being appropriated by the Legislature for this service. In the event funds are not appropriated for this service, this contract becomes of no effect and is null and void after June 30.

Approved

Terri M Castor

Digitally signed by Terri M Castor
 DN: cn=Terri M Castor, o=West Virginia University,
 ou=Procurement, Contracting & Payment Services,
 email=terri.castor@mail.wvu.edu, c=US
 Date: 2018.11.30 14:10:02 -05'00'

Procurement Officer

Date

AMENDMENT NO.7 TO SYSTEM PURCHASE CONTRACT

This Amendment No. 7 ("Amendment") to that certain System Purchase Contract dated as of July 1, 2009, as amended and supplemented from time to time ("Original Agreement"), is entered into effective as of December 1, 2018 ("Amendment Effective Date") by and between Paciolan, LLC ("Paciolan") and The West Virginia University Board of Governors on behalf of West Virginia University, a public body politic and corporate and a political subdivision of the State of West Virginia ("Customer").

Background

Paciolan and Customer now desire to further amend the Original Agreement as specified below in order to extend the term of the Original Agreement.

In consideration of the foregoing and other good and valuable consideration, the receipt of which is hereby acknowledged, the parties hereto agree to amend the Original Agreement as follows.

Original Agreement Amendments

1. **Term.** Section 2(A) of the Original Agreement shall be amended and restated in its entirety as follows:

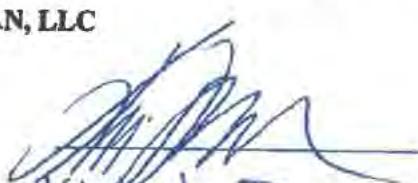
"The term of this Agreement shall begin on the Effective Date and continue until June 30, 2024 ("Initial Term") and shall automatically renew for subsequent five (5) year periods (each a "Renewal Term") under the then current terms unless either party notifies the other in writing at least ninety (90) days prior to end of the Initial Term or the then-applicable Renewal Term, as applicable, of its intent not to renew this Agreement for a subsequent term. The Initial Term, together with any Renewal Terms, is referred to herein as the "Term". For any Renewal Term, Paciolan shall be entitled to increase or otherwise adjust its fees charged under this Agreement upon notice to Customer delivered at least one hundred twenty (120) days prior to the commencement of the applicable Renewal Term."

2. **Fees.** For the avoidance of doubt, the transaction fees and periodic fees set forth in the Investment Addendum, as amended, restated and supplemented from time to time, shall be applicable to the Term extension hereunder.

Except as amended by this Amendment, all other terms and conditions set forth in the Original Agreement shall remain in full force and effect. If there is any conflict between the terms of this Amendment and the Original Agreement, then the terms of this Amendment shall prevail.

IN WITNESS WHEREOF, the parties have caused this Amendment to be executed and do each hereby represent that their respective signatory whose signature appears below has been and is on the Amendment Effective Date duly authorized by all necessary and appropriate corporate action to execute this Amendment.

PACIOLAN, LLC



Signature:

Name:

Kimberly Damron

Title:

President & CEO

Date:

11/28/18

WEST VIRGINIA UNIVERSITY

Terri M Castor

Digitally signed by Terri M Castor.
DN: cn=Terri M Castor, o=West Virginia University,
ou=Procurement, Contracting & Payment Services,
email=terri.castor@mail.wvu.edu, c=US
Date: 2018.11.30 14:09:38 -05'00'

Signature:

Name:

Terri M Castor

Title:

Category Manager

Date:

11/30/18

**West Virginia University
Purchase Change Request**

FY	Buyer	Date	Acct #	P. O Date	Order #
18	T	3/23/18	Various	9/23/99	201048

Document	Purpose of Change (Check boxes applicable)				
<input type="checkbox"/> Requisition (Cancellation Only) <input type="checkbox"/> Regular Purchase Order <input type="checkbox"/> Contract Purchase Order <input type="checkbox"/> Open End Contract Purchase Order <input checked="" type="checkbox"/> Agreement	<input type="checkbox"/> Cancellation <input checked="" type="checkbox"/> Increase/Decrease <input type="checkbox"/> Unused Balance(\$25.00 Maximum) <input type="checkbox"/> Freight <input type="checkbox"/> Renewal <input type="checkbox"/> Extension Error	<input type="checkbox"/> Error in Total Amount <input type="checkbox"/> Change of Account <input type="checkbox"/> Change of Vendor Name/ Address <input checked="" type="checkbox"/> Other			

Vendor Name, Address, FEIN, Phone #

Patron Solutions LLC
DBA Paciolan LLC
5171 California Avenue
Suite 200
Irvine, CA 92617

Spending Unit Name & Address

West Virginia University
Department of Intercollegiate Athletics
PO Box 0877
Morgantown, WV 26507

Item#	Quantity	Unit M	Description	Unit Price	Extended Price
			<p>Change Order # <u>32</u></p> <p>PLEASE AMEND CONTRACT AS FOLLOWS:</p> <p>To incorporate the two Investment Addenda to the System Purchase Contract (listed below and attached), originally effective July 1, 2009, as amended from time to time.</p> <p>WVU 03162018 IA v2 58Replacement HHs dated 3/16/2018 WVU 03192018 IA v3 30Replacement HHs dated 3/19/2018</p> <p>EFFECTIVE DATE: March 21, 2018</p>		

Reason for Change: To incorporate the attached Investment Addenda	Previous Total \$ <u>Open End</u>
	Increase \$ <u> </u>
	Decrease \$ <u> </u>
	New Total \$ <u>Open End</u>

Funding Paragraph

Service performed under this contract is to be continued in the succeeding fiscal year contingent upon funds being appropriated by the Legislature for this service. In the event funds are not appropriated for this service, this contract becomes of no effect and is null and void after June 30.

Approved

Terri M Castor

Digitally signed by Terri M Castor
DN: cn=Terri M Castor, o=West Virginia University, ou=Procurement, Contracting & Payment Services, email=terri.castor@mail.wvu.edu, c=US
Date: 2018.03.23 13:08:33 -04'00'

Procurement Officer

Date

WVU FOIA #19125-006

WVU FOIA #19209-012

INVESTMENT ADDENDUM
West Virginia University

Access Management		
Qty	Description	Ext Price
Hardware		
58	Handheld scanner kits	\$ 66,112
58	Janam XM/XT2 Rugged Mobile Computer w/ABGN Radio, 2D, Extended Battery	
16	4-Slot Charge - only Cradle Kit - includes power supply & line cord - communication cable available as add-on	
3	Janam Six-Bay battery charging station (holds 6 batteries) - includes power supply & DC power connector	
58	Lanyard/Neck strap	
0	Access Point kits	\$ -
0	Access server	\$ -
Hardware subtotal		<u>\$ 66,112</u>
Software		
Access Management software licenses		
58	AM Handheld software license (Replacement HHs)	\$ -
58	Microsoft Windows Device CAL	\$ 2,030
Software subtotal		<u>\$ 2,030</u>
Professional Services		
1	Project Management & Planning	\$ 800
1	Configuration & Testing	\$ 3,200
1	Consulting & Training	\$ 800
Professional Services subtotal		<u>\$ 4,800</u>
Subtotal Implementation		<u>\$ 72,942</u>
Discount		\$ (800)
Total		<u>\$ 72,142</u>

* Notes:

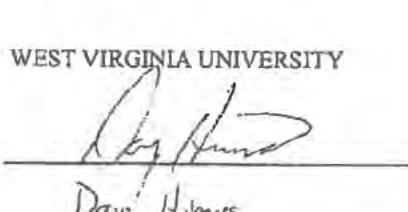
- Estimate does not include travel and expenses, which will be billed separately to Customer, as incurred.
- Shipping, Customs, Import Taxes, and/or Brokerage fees will be billed separately to Customer, as incurred.
- Quoted amounts are estimates based on preliminary Customer scoping data and Paciolan site assessment visit if it has occurred. Revisions may be applicable based on the site evaluation and/or additional Ticketing/Operations/IT context details finalized during implementation planning.
- For functionality using cards with magnetic stripes or barcodes, solution costs may increase for unplanned requirements related to new/unique data retrieval formats from card information, specialized operating procedures, and/or custom processes with patron data import or ticket delivery.
- Scope of work is completed in phases for multi-venue/multi-activity implementations.
- Target Go-Live dates and on-site event support are subject to mutual agreement and Paciolan availability.
- Customer will provide venue infrastructure for proper installation, operation, and storage of equipment, and for data network connectivity to user locations. This may require Customer to procure and install other necessary data cabling, electrical wiring, conduit, switches/routers/hubs, firewalls, etc.
- Customer will install wireless network equipment at mutually agreed locations to ensure sufficient signal coverage. Assembly and positioning of access points & antenna kits will be directed by Paciolan during system implementation. Otherwise, if Customer has elected to supply and manage all wireless network components, the wireless configuration must provide suitable signal coverage and system connectivity.
- Paciolan supports the performance of the Access Management solution only with system hardware and software configurations supplied by Paciolan. The system is delivered with components setup for single-purpose use. In order to assure compatibility, any equipment or system configurations from other sources must be endorsed in advance by Paciolan. Installation and troubleshooting support for components, setups, or alternative uses not supplied by Paciolan will be limited and may incur additional costs.

**INVESTMENT ADDENDUM
FEES AND PAYMENT TERMS
West Virginia University**

FEES	
HARDWARE	\$66,112
SOFTWARE	\$2,030
PROFESSIONAL SERVICES	\$4,800
DISCOUNT	(\$800)
TOTAL	\$72,142
PAYMENT TERMS	
DUE upon mutual execution of this Investment Addendum	\$72,142

This Investment Addendum supplements the Investment Addendum (Addenda) to the System Purchase Contract effective as of July 1, 2009, as amended from time to time ("Agreement") by and between Paciolan, LLC. and West Virginia University . This Investment Addendum shall be subject to the terms and conditions of the Agreement and is incorporated therein by reference. In the event of any conflict between this Investment Addendum and the Agreement, the Agreement shall prevail.

IN WITNESS WHEREOF, the parties have caused this Investment Addendum to be executed and do each hereby represent that their respective signatory whose signature appears below has been and is on the date hereof duly authorized by all necessary and appropriate action to execute this Investment Addendum.

<p>PACIOLAN, LLC</p>  <p>Signature: _____</p> <p>Name: <u>Kimberly Damron</u></p> <p>Title: <u>President & CEO</u></p> <p>Date: <u>3/21/18</u></p>	<p>WEST VIRGINIA UNIVERSITY</p>  <p>Signature: _____</p> <p>Name: <u>Doug Himes</u></p> <p>Title: <u>Director of IT for Athletics</u></p> <p>Date: <u>3/21/18</u></p>
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INVESTMENT ADDENDUM
West Virginia University

Access Management		
Qty	Description	Ext Price
Hardware		
30	Handheld scanner kits 30 Janam XM/XT2 Rugged Mobile Computer w/ABGN Radio, 2D, Extended Battery 6 4-Slot Charge - only Cradle Kit - includes power supply & line cord - communication cable available as add-on	\$ 33,054
30	Lanyard/Neck strap	
0	Access Point kits	\$ -
0	Access server	\$ -
Hardware subtotal		<u>\$ 33,054</u>
Software		
Access Management software licenses		
30	AM Handheld software license (Replacement HHs)	\$ -
30	Microsoft Windows Device CAL	\$ 1,050
Software subtotal		<u>\$ 1,050</u>
Professional Services		
1	Project Management & Planning	\$ 800
1	Configuration & Testing	\$ 2,400
1	Consulting & Training	\$ 800
Professional Services subtotal		<u>\$ 4,000</u>
Subtotal Implementation		<u>\$ 38,104</u>
Discount		<u>\$ (800)</u>
Total		<u>\$ 37,304</u>
<p>* Notes:</p> <ul style="list-style-type: none"> - Estimate does not include travel and expenses, which will be billed separately to Customer, as incurred. - Shipping, Customs, Import Taxes, and/or Brokerage fees will be billed separately to Customer, as incurred. - Quoted amounts are estimates based on preliminary Customer scoping data and Paciolan site assessment visit if it has occurred. Revisions may be applicable based on the site evaluation and/or additional Ticketing/Operations/IT context details finalized during implementation planning. - For functionality using cards with magnetic stripes or barcodes, solution costs may increase for unplanned requirements related to new/unique data retrieval formats from card information, specialized operating procedures, and/or custom processes with patron data import or ticket delivery. - Scope of work is completed in phases for multi-venue/multi-activity implementations. - Target Go-Live dates and on-site event support are subject to mutual agreement and Paciolan availability. - Customer will provide venue infrastructure for proper installation, operation, and storage of equipment, and for data network connectivity to user locations. This may require Customer to procure and install other necessary data cabling, electrical wiring, conduit, switches/routers/hubs, firewalls, etc. - Customer will install wireless network equipment at mutually agreed locations to ensure sufficient signal coverage. Assembly and positioning of access points & antenna kits will be directed by Paciolan during system implementation. Otherwise, if Customer has elected to supply and manage all wireless network components, the wireless configuration must provide suitable signal coverage and system connectivity. - Paciolan supports the performance of the Access Management solution only with system hardware and software configurations supplied by Paciolan. The system is delivered with components setup for single-purpose use. In order to assure compatibility, any equipment or system configurations from other sources must be endorsed in advance by Paciolan. Installation and troubleshooting support for components, setups, or alternative uses not supplied by Paciolan will be limited and may incur additional costs. 		

**INVESTMENT ADDENDUM
FEES AND PAYMENT TERMS
West Virginia University**

FEES	
HARDWARE	\$33,054
SOFTWARE	\$1,050
PROFESSIONAL SERVICES	\$4,000
DISCOUNT	(\$800)
TOTAL	\$37,304
PAYMENT TERMS	
DUE upon mutual execution of this Investment Addendum	\$37,304

This Investment Addendum supplements the Investment Addendum (Addenda) to the System Purchase Contract effective as of July 1, 2009, as amended from time to time ("Agreement") by and between Paciolan, LLC. and West Virginia University . This Investment Addendum shall be subject to the terms and conditions of the Agreement and is incorporated therein by reference. In the event of any conflict between this Investment Addendum and the Agreement, the Agreement shall prevail. IN WITNESS WHEREOF, the parties have caused this Investment Addendum to be executed and do each hereby represent that their respective signatory whose signature appears below has been and is on the date hereof duly authorized by all necessary and appropriate action to execute this Investment Addendum.

<p>PACIOLAN, LLC</p>  <p>Signature: _____</p> <p>Name: <u>Kimberly Damron</u></p> <p>Title: <u>President & CEO</u></p> <p>Date: <u>3/21/18</u></p>	<p>WEST VIRGINIA UNIVERSITY</p>  <p>Signature: _____</p> <p>Name: <u>Doug Himes</u></p> <p>Title: <u>Director of IT for Athletics</u></p> <p>Date: <u>3/21/18</u></p>
---	---

**West Virginia University
Purchase Change Request**

FY	Buyer	Date	Acct #	P. O Date	Order #
18	T	2/15/18	Various	9/23/99	201048

Document	Purpose of Change (Check boxes applicable)				
<input type="checkbox"/> Requisition (Cancellation Only) <input type="checkbox"/> Regular Purchase Order <input type="checkbox"/> Contract Purchase Order <input type="checkbox"/> Open End Contract Purchase Order <input checked="" type="checkbox"/> Agreement	<input type="checkbox"/> Cancellation <input checked="" type="checkbox"/> Increase/Decrease <input type="checkbox"/> Unused Balance (\$25.00 Maximum) <input type="checkbox"/> Freight <input type="checkbox"/> Renewal <input type="checkbox"/> Extension Error	<input type="checkbox"/> Error in Total Amount <input type="checkbox"/> Change of Account <input type="checkbox"/> Change of Vendor Name/ Address <input checked="" type="checkbox"/> Other			

Vendor Name, Address, FEIN, Phone #

Patron Solutions LLC
DBA Paciolan LLC
5171 California Avenue
Suite 200
Irvine, CA 92617

Spending Unit Name & Address

West Virginia University
Department of Intercollegiate Athletics
PO Box 0877
Morgantown, WV 26507

Item#	Quantity	Unit M	Description	Unit Price	Extended Price
			<p>Change Order # <u>31</u></p> <p>PLEASE AMEND CONTRACT AS FOLLOWS:</p> <p>To incorporate the attached Investment Addendum to the System Purchase Contract, originally effective July 1, 2009, as amended from time to time.</p> <p>EFFECTIVE DATE: November 2, 2017</p>		

Reason for Change:	Previous Total \$ <u>Open End</u>
To incorporate the attached Investment Addendum	Increase \$ _____
	Decrease \$ _____
	New Total \$ <u>Open End</u>

Funding Paragraph

Approved

Service performed under this contract is to be continued in the succeeding fiscal year contingent upon funds being appropriated by the Legislature for this service. In the event funds are not appropriated for this service, this contract becomes of no effect and is null and void after June 30.

Digitally signed by Terri M Castor
DN: cn=Terri M Castor, o=West Virginia University, ou=Procurement, Contracting & Payment Services, email=terri.castor@mail.wvu.edu, c=US
Date: 2018.02.15 09:36:35 -05'00'

Terri M Castor

Procurement Officer

Date

WVU FOIA #19125-011

WVU FOIA #19209-017

INVESTMENT ADDENDUM
West Virginia University

HARDWARE, SOFTWARE AND SERVICES			
Qty	Description	Unit Price	Ext Price
HARDWARE			
20	IDTECH SREDkey Device w/P2PE Key Injection	\$300	\$6,000
SUBSCRIPTION SERVICES			
1	Annual Maintenance & Encryption Fee		\$8,400
1	Annual Service Fee		\$2,281

Investment Addendum
FEES AND PAYMENT TERMS

West Virginia University

FEES	
HARDWARE	\$6,000
ANNUAL MAINTENANCE AND ENCRYPTION	\$8,400
ANNUAL SERVICE	\$2,281
PAYMENT TERMS	
DUE and payable upon mutual execution of this Investment Addendum*	\$6,000
DUE and payable upon mutual execution of this Investment Addendum* (covers period of execution thru June 30, 2018)	\$6,230.79
*If the term of the Agreement is extended through June 30, 2024 or beyond, by mutual written agreement of the parties prior to July 1, 2018, Customer will receive a credit for the above payments made under this Addendum and such credit may be used for the purchase of other hardware, software, Paciolan products or services.	
DUE ON July 1, 2018 and each July 1st thereafter thru Term of Agreement	\$10,681
<p>This Investment Addendum supplements the Investment Addendum (Addenda) to the System Purchase Contract effective as of July 1, 2009, as amended from time to time ("Agreement") by and between Paciolan, LLC. and The West Virginia University Board of Governors on behalf of West Virginia University. This Investment Addendum shall be subject to the terms and conditions of the Agreement and is incorporated herein by reference. In the event of any conflict between this Investment Addendum and the Agreement, the Agreement shall prevail.</p> <p>IN WITNESS WHEREOF, the parties have caused this Investment Addendum to be executed and do each hereby represent that their respective signatory whose signature appears below has been and is on the date hereof duly authorized by all necessary and appropriate action to execute this Investment Addendum.</p>	
PACIOLAN, LLC	WEST VIRGINIA UNIVERSITY
Signature:	Signature:
Name: Kimberly Damron	Name: Matt Wells
Title: President & CEO	Title: Senior Associate AD
Date: 11/2/17	Date: 11/2/17

**West Virginia University
Purchase Change Request**

FY	Buyer	Date	Acct #	P. O Date	Order #
18	T	9/14/17	Various	9/23/99	201048

Document

- Requisition (Cancellation Only)
- Regular Purchase Order
- Contract Purchase Order
- Open End Contract Purchase Order
- Agreement

Purpose of Change (Check boxes applicable)

- Cancellation
- Increase/Decrease
- Unused Balance(\$25.00 Maximum)
- Freight
- Renewal
- Extension Error

- Error in Total Amount
- Change of Account
- Change of Vendor Name/ Address
- Other

Vendor Name, Address, FEIN, Phone #

Patron Solutions LLC
DBA Paciolan LLC
5171 California Avenue
Suite 200
Irvine, CA 92617

Spending Unit Name & Address

West Virginia University
Department of Intercollegiate Athletics
PO Box 0877
Morgantown, WV 26507

Item#	Quantity	Unit M	Description	Unit Price	Extended Price
			<p>Change Order # <u>30</u></p> <p>PLEASE AMEND CONTRACT AS FOLLOWS:</p> <p>To incorporate the attached Amendment No. 6 to System Purchase Contract, effective September 1, 2017, into the original agreement dated July 1, 2009, as amended from time to time.</p> <p>EFFECTIVE DATE: September 1, 2017</p>		

Reason for Change:

To incorporate Amendment No. 6

Previous Total \$ Open End

Increase \$

Decrease \$

New Total \$ Open End

Funding Paragraph

Service performed under this contract is to be continued in the succeeding fiscal year contingent upon funds being appropriated by the Legislature for this service. In the event funds are not appropriated for this service, this contract becomes of no effect and is null and void after June 30.

Approved

Terri M Castor

Digitally signed by Terri M Castor
DN: cn=Terri M Castor, o=West Virginia University,
ou=Procurement, Contracting & Payment
Services, email=terri.castor@mail.wvu.edu, c=US
Date: 2017.09.14 16:20:25 -04'00'

Procurement Officer

Date

WVU FOIA #19125-014

WVU FOIA #19209-020

**AMENDMENT NO.6 TO
SYSTEM PURCHASE CONTRACT**

This Amendment No. 6 ("Amendment") to that certain System Purchase Contract dated as of July 1, 2009, as amended from time to time ("Original Agreement"), is entered into effective as of September 1, 2017 ("Amendment Effective Date") by and between Paciolan, LLC ("Paciolan") and The West Virginia University Board of Governors on behalf of West Virginia University, a public body politic and corporate and a political subdivision of the State of West Virginia ("Customer").

Background

Paciolan and Customer now desire to further amend and supplement the Original Agreement as specified below in order to provide Customer with additional subscription services and Professional Services.

In consideration of the foregoing and other good and valuable consideration, the receipt of which is hereby acknowledged, the parties hereto agree to amend the Original Agreement as follows.

Original Agreement Amendments

1. **Supplemental Investment Addendum**. There is hereby added to the Investment Addenda to the Original Agreement, the Supplemental Investment Addendum attached hereto as Exhibit A. The Supplemental Investment Addendum (i) supplements the Investment Addenda to the Original Agreement, (ii) sets forth the fees applicable to the services provided under this Amendment. System provided under the Original Agreement, as amended by this Amendment. Customer shall pay to Paciolan the fees set forth in the Supplemental Investment Addendum in accordance with the terms of the Original Agreement, as amended by this Amendment.

2. **Marketing Automation Addendum**. Exhibit C (PACMAIL) to Amendment No.3 to the Original Agreement shall be deleted in its entirety. The Marketing Automation Subscription Addendum attached hereto as Exhibit B is hereby incorporated into the Original Agreement by reference.

3. **CRM Statement of Work**. Paciolan shall provide Customer with the Professional Services set forth in the CRM Statement of Work hereby incorporated in the Original Agreement as Exhibit C and attached hereto.

4. **Salesforce.com Credit**. Paciolan shall reimburse Customer up to \$4,320 per collegiate year (July 1-June 30) for up to 10 licenses to the Salesforce.com CRM products to be purchased by Customer via a separate agreement between Customer and Salesforce.com. Such reimbursement shall be provided by Paciolan upon Customer's submission of the Salesforce.com invoice to Paciolan.

All exhibits attached hereto are incorporated herein by reference. Except as amended by this Amendment, all other terms and conditions set forth in the Original Agreement shall remain in full force and effect. If there is any conflict between the terms of this Amendment and the Original Agreement, then the terms of this Amendment shall prevail.

IN WITNESS WHEREOF, the parties have caused this Amendment to be executed and do each hereby represent that their respective signatory whose signature appears below has been and is on the Amendment Effective Date duly authorized by all necessary and appropriate corporate action to execute this Amendment.

PACIOLAN, LLC

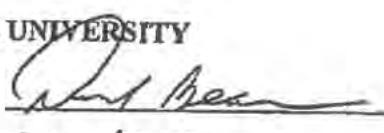
WEST VIRGINIA UNIVERSITY

Signature:



Name: Kimberly Damron
Title: President + COO
Date: 9/5/17

Signature:



Name: David Beaver
Title: Chief Procurement Officer
Date: 9/1/17

Exhibit A
Supplemental Investment Addendum

- Marketing Automation Application Services (pursuant to the Marketing Automation Subscription Addendum attached hereto as Exhibit B) Fees - \$30,000 Annual Subscription
- Marketing Automation Implementation Professional Services* - Included in the Annual Subscription
- Technology subscription – up to 375,000 unique email addresses; Incremental increases above 375,000 unique email addresses will be billed at \$350/month per additional 100,000 unique records
- Number of Login Users – Up to 2 full users. Additional full users will be billed at \$1,200 per year.
- A dedicated Digital Marketing Specialist to Customer's account
- System provisioning and implementation, including:
 - Development of 2 responsive design email templates
 - Newsletter & Subscription Sign-Up Form, Auto Opt-In For New Purchasers, & Birthday Email Campaign
 - Training of the following functionality:
 - Data consolidation / centralization
 - Advanced list segmentation
 - Personalized email with dynamic content
 - Forms & surveys
 - Program automation
 - Reporting
- Automated nightly ticketing feed from Paciolan into the marketing automation database
- 1 in-person training session with 1 Paciolan representative (held on 2 consecutive days, for 4 hours each day), Paciolan shall be reimbursed for Travel expenses (airfare, meals, lodging, etc.), incurred in connection with the in-person visit.
- Weekly status calls through the initial implementation period, typically at the conclusion of the first training session and deployment of Customer's first email campaign through the marketing platform (estimated 6-8 weeks)
- 1 Personalized URL (pURL) - Selected from Paciolan Ticketing pURL Solution Center
- Choice of 5 Business Initiatives annually, and training of those functionalities including, but not limited to:
 - Annual Survey Email and Form - up to 1 form, campaign and workflow set up
 - Lead Generation/ Data Capture Web Application Campaign - up to 1 form, campaign and workflow set up
 - Shopping Cart Abandonment – Up to 1 campaign and workflow set up
 - Behavior Based Retargeting - up to 2 Campaigns and workflow set up (including 4 emails each)
 - Access Scan in Welcome Email and Internal Notification – up to 1 workflow creation and set up
 - Post Event Communication Using Access Scan Data – up to 2 campaigns and workflow set up
 - Webpage Tracking Scripts – up to 20 pages tagged
 - A/B Split Testing – up to 2 campaigns and workflow set up
 - Donor & Development Acquisition Campaign - up to 1 campaign and work flow set up
 - Acquire Opt-In From Past Purchasers - up to 1 campaign and work flow set up
 - Automated Customer Reengagement Campaign - up to 1 campaign workflow (including 3 emails each)
 - Opt-Out Notifications – up to 1 workflow set up
 - Referral Campaign – up to 1 campaign workflow (including 3 emails each)

Ongoing business initiatives that span multiple years during the term of the Agreement, and that exceed revision or development time of thirty (30) minutes or greater by a Digital Marketing Specialist may be counted as a full business initiative for that annual period.

Additional business initiatives and services, above and beyond those outlined in this Exhibit A are available at \$200/Hour and will be scoped and agreed to under a separate Statement of Work.

Paciolan will maintain an organization and process to provide technical support to Customer for the Application Services. Support shall include (i) diagnosis of problems or performance deficiencies of the Application Services and (ii) prompt advice and guidance on the use of the Application Services. Paciolan will provide E-mail and telephone-based help desk support on the use of the Application Services in accordance with the Original Agreement.

*Travel expenses (airfare, meals, lodging, etc.), are not included and will be billed separately as incurred.

FEES AND PAYMENT TERMS

FEES	
ANNUAL MARKETING AUTOMATION APPLICATION SERVICE**	\$30,000
ANNUAL SFDC CRM ADMINISTRATION**	\$15,000
PAYMENT TERMS	
DUE on Live Date (Covers Live Date thru 06/30/18)	TBD **
DUE on July 1, 2018 and each July 1st thereafter thru Term of Agreement	\$45,000

**The applicable annual fee is subject to a pro-rata reduction for services provided for a portion of the applicable period due to commencement of the applicable subscription service (i.e. live date) in the middle of the period for the first period.

Exhibit B: Marketing Automation Subscription Addendum

This Marketing Automation Subscription Addendum ("Addendum") is a binding and enforceable legal agreement between Customer and Paciolan. "Application Services" means the provision of electronic access to one-to-one direct marketing software over a computer network and related technical support services. Customer represents and warrants that Customer is authorized to enter into this Addendum.

1. DEFINITIONS

The "CAN-SPAM Act" means the Controlling the Assault of Non-Solicited Pornography and Marketing Act of 2003.

"Confidential Information" shall have the meaning set forth in Section 5.

"Customer Data" means all electronic data or information submitted by Customer to the Application Services.

"Non-Public Personal Information" shall mean personally identifiable information, including, without limitation, social security numbers, financial account numbers (i.e. credit card, checking account, savings account, etc.), medical, employment, or insurance numbers, and passport numbers.

The "UIGE Act" means the Unlawful Internet Gambling Enforcement Act of 2006.

2. USE. Customer may use the Application Services only in and for Customer's own internal purposes and business operations contemplated herein. Customer may not use the Application Services as a service for any third party. No license or right to use, reproduce, translate, rearrange, modify, enhance, display, sell, lease, sublicense or otherwise distribute, transfer or dispose of the email marketing software accessed by Customer hereunder, in whole or in part, is granted except as expressly provided by this Addendum. Neither Customer nor any of Customer affiliates shall reverse engineer, decompile or disassemble the Application Services. Nothing in this Addendum will entitle Customer or any of Customer affiliates to access or use the source code of the Application Services. Customer shall not: (i) send via or store within the Application Services infringing, obscene, threatening, defamatory, fraudulent, abusive, or otherwise unlawful or tortious material, including that is harmful to children or violates third party privacy rights; (ii) send via the Application Services any unsolicited commercial or non-commercial communication; (iii) send via, upload to, or store within the Application Services any viruses, worms, time bombs, Trojan horses, and other harmful or malicious code, files, scripts, agents or programs; (iv) interfere with or disrupt the integrity or performance of the Application Services or the data contained therein; or (f) attempt to gain unauthorized access to the Application Services or its related systems or networks. Customer shall not (a) modify, copy or create derivative works based on the Application Services; (b) frame or mirror an content forming part of the Application Services, other than on Customer's own intranets or otherwise for its own internal business purposes; (c) reverse engineer the Application Services; or (d) access the Application Services in order to (i) build a competitive product or service, or (ii) copy any ideas, features, functions or graphics of the Application Services.

3. EMAIL FOOTER. Customer acknowledges and agrees that a default footer shall be added to each email sent via the Application Services, which footer shall include (i) the identification of the sender; (ii) instructions on how the recipient can opt-out of the future commercial mailings; (iii) the sender's valid physical mailing address; and (iv) a link to Customer's privacy policy.

4. CUSTOMER RESPONSIBILITIES. Customer is responsible for all activity that occurs within Customer account(s). Customer shall: (a) have sole responsibility for the accuracy, quality, integrity, legality, reliability, and appropriateness of all Customer Data; (b) prevent unauthorized access to, or use of, the Application Services, and notify Paciolan promptly of any such unauthorized access or use; and (c) comply with all applicable local, state, federal and foreign laws in using the Application Services, including without limitation the CAN-SPAM Act. Customer shall not upload to, or store within, the Application Services (and Customer Data shall not contain) any Non-Public Personal Information. Customer understands and acknowledge that: (i) Paciolan, in its reasonable discretion, may refuse to distribute any message content that Paciolan reasonably believes is defamatory, infringing, or otherwise unlawful; and (ii) Paciolan, in its reasonable discretion, may refuse to distribute any email to any recipient that Paciolan reasonably believes has not granted permission (or otherwise "opted-in") to Customer to send such message(s) or that Paciolan reasonably believes is unlawful. Paciolan and Paciolan's applicable service provider has no obligation to supply or "scrub" any message recipient list; and Customer is solely responsible for the creation, initiation and sending of messages via the Application Services, including, but not limited to, the content, recipient, and timing of such messages.

5. CONFIDENTIALITY. Customer acknowledges that the Application Services and any other information provided to Customer by Paciolan incorporate confidential and proprietary information developed by, acquired by, or licensed to Paciolan ("Confidential Information"). Customer will take (and will cause Customer affiliates to take) all reasonable precautions necessary to safeguard the confidentiality of the Confidential Information. Neither Customer nor any of Customer affiliates will make any unauthorized use of the Confidential Information or disclose, in whole or in part, any part of the Confidential Information to any individual or entity, WVU Amendment No 6 (MA) 080117 (002)

except to those of Customer employees or consultants who require access for Customer authorized use of the Confidential Information and agree to comply with the use and nondisclosure restrictions applicable to the Confidential Information under this Addendum. Customer acknowledges that any unauthorized use or disclosure by Customer or any of Customer affiliates of the Confidential Information may cause irreparable damage to Paciolan. If Paciolan becomes aware of Customer breach or threatened breach of this Section 5, Paciolan may suspend any and all rights granted to Customer under this Addendum and shall be entitled to injunctive relief, without the need of posting a bond, in addition to all legal or equitable relief that may be available to Paciolan.

6. INDEMNIFICATION. Customer shall defend, indemnify, and hold Paciolan and its licensors harmless against any loss, damage, or cost (including reasonable attorneys' fees) incurred in connection with a claim, demand, suit, or proceeding alleging that (a) Customer Data infringes the intellectual property rights of a third party, (b) Paciolan's or its licensors' use of any Customer Data, as permitted by this Addendum, has otherwise harmed a third party, (c) Customer use of the Application Services other than in compliance with the terms of this Addendum, or (c) Customer violation or alleged violation of applicable laws including without limitation, personal privacy laws and laws related to the distribution of email and other one-to-one digital communications, including without limitation, either the CAN-SPAM Act or the UIGE Act.

7. REPRESENTATIONS AND WARRANTIES. Customer represents and warrants that: (a) every recipient to whom a message is sent via the Application Services shall have given Customer consent ("opted-in") to send such message; (b) the Customer Data shall not infringe on any copyright, patent, trade secret or other proprietary right held by any third party; (c) Customer shall not use the Application Services in a manner that violates any international, federal, state, or local law or regulation relating to individual privacy or the distribution of email and other digital one-to-one communications, including but not limited to the CAN-SPAM Act, and (d) Customer engages in no activity in violation of the UIGE Act nor shall Customer use the Application Service to advertise or otherwise promote any activities that would violate the UIGE Act.

8. OUTAGE POLICY. CUSTOMER ACKNOWLEDGES AND UNDERSTANDS THAT PACIOLAN DOES NOT WARRANT THAT THE APPLICATION SERVICES WILL BE UNINTERRUPTED OR ERROR FREE AND THAT PACIOLAN MAY OCCASIONALLY EXPERIENCE HARD OUTAGES DUE TO INTERNET DISRUPTIONS THAT ARE NOT WITHIN PACIOLAN'S CONTROL. ANY SUCH HARD OUTAGE SHALL NOT BE CONSIDERED A BREACH OF THIS ADDENDUM.

9. OWNERSHIP. All trademarks, service marks, patents, copyrights, trade secrets, know-how, and other proprietary rights in or related to the Application Services, are and will remain the sole and exclusive property of Paciolan or its applicable service provider(s), whether or not specifically recognized or perfected under applicable law. Paciolan or its applicable service provider(s) shall own all rights, title and interest, including all intellectual property rights, in and to the Application Services, any improvements to the Application Services or any new programs, upgrades, modifications or enhancements thereto, even when such refinements and improvements result from Customer request. No rights are granted to Customer hereunder other than as expressly set forth herein. To the extent, if any, that ownership in such refinements and improvements does not automatically vest in Paciolan or its applicable service provider(s) by virtue of this Addendum or otherwise, Customer hereby transfers and assigns (and, if applicable, shall cause Customer affiliates to transfer and assign) to Paciolan or its applicable service provider(s) all rights, title, and interest which Customer or any of Customer affiliates may have in to such refinements and improvements. As between Paciolan's applicable service provider and Customer, Customer exclusively owns all rights, title and interest in and to all Customer Data.

10. DISCLAIMER OF WARRANTIES. EXCEPT AS MAY BE OTHERWISE SPECIFICALLY PROVIDED HEREIN, THE APPLICATION SERVICES ARE PROVIDED HEREUNDER "AS IS" WITHOUT WARRANTY OF ANY KIND. EXCEPT AS MAY BE OTHERWISE SPECIFICALLY PROVIDED HEREIN, TO THE MAXIMUM EXTENT PERMITTED BY LAW, PACIOLAN AND ITS APPLICABLE SERVICE PROVIDER(S) EACH EXPRESSLY DISCLAIMS ANY AND ALL WARRANTIES, CONDITIONS, REPRESENTATIONS, AND GUARANTEES WITH RESPECT TO THE APPLICATION SERVICES, WHETHER EXPRESS OR IMPLIED, ARISING BY LAW, CUSTOM, PRIOR ORAL OR WRITTEN STATEMENTS, OR OTHERWISE, INCLUDING, WITHOUT LIMITATION, ANY WARRANTY OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE OR NONINFRINGEMENT. NO REPRESENTATION OR OTHER AFFIRMATION OF FACT, INCLUDING, WITHOUT LIMITATION, STATEMENTS REGARDING CAPACITY, SUITABILITY FOR USE OR PERFORMANCE OF THE APPLICATION SERVICES, WHETHER MADE BY EMPLOYEES OF PACIOLAN OR OTHERWISE, WHICH IS NOT CONTAINED IN THIS ADDENDUM, SHALL BE DEEMED TO BE A WARRANTY BY PACIOLAN FOR ANY PURPOSE, OR GIVE RISE TO ANY LIABILITY OF PACIOLAN WHATSOEVER.

11. CUSTOMER MARKS. Paciolan and its applicable service provider(s) may use Customer trademarks and trade names ("Marks") solely in connection with the authorized provision of the Application Services. Any other use of Customer Marks shall be with Customer prior written consent and subject to all written guidelines regarding the use of Customer Marks.

12. THIRD-PARTY BENEFICIARY. Paciolan's applicable service provider shall be deemed a third-party beneficiary under this Addendum and Customer shall be liable to Paciolan's applicable service provider for any damages arising due to Customer's breach hereof to the same extent as if Paciolan's applicable service provider had been a signatory hereof.

13. ANTI-SPAM CERTIFICATIONS. Customer certifies that Customer is the owner of all email distribution lists distributed using the Application Services, and that Customer is solely responsible for the composition and membership of each list. Customer certifies that all subscribers to be used in connection with the Application Services have provided permission to Customer to send them email.

14. TERMINATION. Paciolan may immediately terminate this Addendum upon notice to Customer if Paciolan's applicable service provider or Customer receives notice from any governmental entity that Paciolan's applicable service provider (in connection with its provision of Application Services) or Customer alleged to be in violation of UIGE Act. Upon any termination for cause by Paciolan, Customer shall remain obligated to pay all fees owed for the remainder of the subscription term, all of which shall become immediately payable in full. Following the termination or expiration of this Addendum, Customer shall have 30 days to access its account and download/export Customer Data. Upon expiration of such 30-day period, Paciolan's applicable service provider may convert Customer's account to an inactive status. Paciolan's applicable service provider may delete all Customer Data upon Customer's account converting to inactive status.

15. GOVERNMENT CONTRACTS. Paciolan's or its applicable service provider's performance of its obligation under this Addendum is not related to Customer's performance of any government contract it has, nor does it involve performing, undertaking or assuming any obligation that Customer may have under any government contract. Customer will notify Paciolan in writing any time such a situation arises or appears it may arise so that Paciolan's applicable service provider can determine if it wishes to alter its contractual relationship under those changed circumstances.

16. TRANSITION. At no additional charge, Paciolan may transition Customer to services provided by a different third party that are similar to the Application Services under similar terms and conditions.

Exhibit C: CRM Statement of Work

This Statement of Work ("SOW") is subject to the Agreement.

1. Project Overview

Paciolan offers implementation and ongoing consulting Professional Services for Customers of Salesforce.com ("SFDC"), an on-demand customer relationship management ("CRM") application. Customer shall be responsible for purchasing the SFDC products, licenses and subscription services pursuant to a separate agreement between SFDC and Customer.

2. Scope

The scope of the Professional Services to be completed for Customer is set forth in this SOW. Paciolan's duties consist of: (i) installation of CUSTOMER's SFDC instance and (ii) administration and strategic consulting and support of the CUSTOMER's SFDC CRM application as set forth in Section 3.

3. Scoping, Timeline for Work and Service Level

- a. This SOW is based upon a standalone instance of SFDC and the number of consulting hours required for Paciolan to provide the Professional Services.
- b. Professional Services consist of:
 - a. User set-up, security and profiles
 - b. Campaign, report and dashboard building
 - c. Data; Loading
- c. Service Level. Paciolan will use commercially reasonable efforts to provide a response to email or phone requests within 2 business days. Depending on the nature of the request, and whether or not the data that is needed is comprehensive, accurate and present, Paciolan cannot make commitments to the completion service level. Paciolan will provide an estimated time to complete after assessing all requests and will communicate that to the CUSTOMER. Paciolan assumes that end-users from CUSTOMER will be readily available to provide answers needed to complete SFDC CRM admin ongoing tasks / reports / campaigns / dashboards, etc.

4. Points of Contact

Paciolan	Kyle Murphy	5171 California Ave. Suite 200 Irvine, CA 92617	(484) 875-7315
Customer			

5. Assumptions

Paciolan's performance of the Professional Services shall be contingent upon Customer's performance of the obligations below:

- a. CUSTOMER shall provide to Paciolan a SFDC administrative user name and password for use in the delivery of Professional Services identified in this SOW. Customer represents that Customer will have all rights, consents, authorizations and licenses to grant Paciolan such access.
- b. The Professional Services shall begin upon CUSTOMER's execution of the SOW.

- c. Technology Infrastructure – CUSTOMER is responsible for any needed work or activity related to acquiring and installing appropriate software and hardware to support the Professional Services.
- d. Software – CUSTOMER represents that it has all appropriate software licenses required for the systems in place for the Professional Services including the appropriate SFDC CRM license edition to accomplish the Professional Services (including data storage). Paciolan will use its own third party administrative tools, which will remain in Paciolan's possession.
- e. Standard Desktop Build – CUSTOMER represents that its desktop includes necessary software and versions as required by SFDC desktop components and plug-ins (ex. SFDC for Outlook plug-in). Additionally, all users have necessary desktop permissions required by SFDC desktop components and plug-ins if applicable.
- f. Desktop Deployment – Any software deployment will be the responsibility of CUSTOMER. Additionally, CUSTOMER's preferred mechanism for software deployment must be supported by SFDC.
- g. Customer Resources (Empowerment) – CUSTOMER will identify appropriate internal resources that will be available to work with Paciolan to conduct the Professional Services.

6. Fees

The fees in this SOW were developed using information gathered from documents and/or information provided by CUSTOMER. The Professional Services described in this SOW are based on such documents and information. Any Professional Services required outside of the Professional Services described herein shall be set forth in a separate Statement of Work. The fees in this SOW are based on a standalone instance of SFDC.

The fee for the installation and for administration Professional Services for the Initial Term will be \$15,000 annually. CUSTOMER will receive one (1) in-person visit for initial implementation and training. CUSTOMER shall reimburse Paciolan for Travel expenses (airfare, meals, lodging, etc.), incurred in connection with the in-person visit.

SFDC licenses and third party products are not included the above fee. Paciolan will provide an annual credit of up to \$4,320 for the purchase of 10 SFDC Licenses.

7. Payment Terms

Paciolan will invoice CUSTOMER pursuant to the Fees and Payment Terms in Exhibit A. The SOW fee for Professional Services outlined above are exclusive of travel and expenses ("T&E").

West Virginia University Purchase Change Request			FY 18	Buyer T	Date 8/14/17	Acct # Various	P. O Date 9/23/99	Order # 201048	
Document <input type="checkbox"/> Requisition (Cancellation Only) <input type="checkbox"/> Regular Purchase Order <input type="checkbox"/> Contract Purchase Order <input checked="" type="checkbox"/> Open End Contract Purchase Order <input checked="" type="checkbox"/> Agreement		Purpose of Change (Check boxes applicable) <input type="checkbox"/> Cancellation <input type="checkbox"/> Increase/Decrease <input type="checkbox"/> Unused Balance (\$25.00 Maximum) <input type="checkbox"/> Freight <input type="checkbox"/> Renewal <input type="checkbox"/> Extension Error <input type="checkbox"/> Error in Total Amount <input type="checkbox"/> Change of Account <input checked="" type="checkbox"/> Change of Vendor Name/ Address <input type="checkbox"/> Other							
Vendor Name, Address, FEIN, Phone # Patron Solutions LLC DBA Paciolan 5171 California Avenue Suite 200 Irvine, CA 92617				Spending Unit Name & Address West Virginia University Department of Intercollegiate Athletics PO Box 0877 Morgantown, WV 26507					
Item#	Quantity	Unit M	Description				Unit Price	Extended Price	
			Change Order # <u>29</u> PLEASE AMEND CONTRACT AS FOLLOWS: Vendor Name has changed as follows: NOW READS: Spectra Ticketing & Fan Engagement 5171 California Ave. Suite 200 Irvine, CA 92617				CHANGE TO READ: Patron Solutions LLC DBA Paciolan 5171 California Ave. Suite 200 Irvine, CA 92617		
			 Effective Date: August 14, 2017						
Reason for Change: To update vendor name.				Previous Total \$ <u>Open End</u> Increase \$ _____ Decrease \$ _____ New Total \$ <u>Open End</u>					

Funding Paragraph

Service performed under this contract is to be continued in the succeeding fiscal year contingent upon funds being appropriated by the Legislature for this service. In the event funds are not appropriated for this service, this contract becomes of no effect and is null and void after June 30.

Approved

Terri M Castor

Digitally signed by Terri M Castor
 DN: cn=Terri M Castor, o=West Virginia University,
 ou=Procurement, Contracting & Payment Services,
 email=terri.castor@mail.wvu.edu, c=US
 Date: 2017.08.14 125856 -0400

Procurement Officer

Date

West Virginia University Purchase Change Request			FY 17	Buyer T	Date 11/4/16	Acct # Various	P. O Date 9/23/99	Order # 201048
Document <input type="checkbox"/> Requisition (Cancellation Only) <input type="checkbox"/> Regular Purchase Order <input type="checkbox"/> Contract Purchase Order <input type="checkbox"/> Open End Contract Purchase Order <input checked="" type="checkbox"/> Agreement		Purpose of Change (Check boxes applicable) <input type="checkbox"/> Cancellation <input type="checkbox"/> Increase/Decrease <input type="checkbox"/> Unused Balance (\$25.00 Maximum) <input type="checkbox"/> Freight <input type="checkbox"/> Renewal <input type="checkbox"/> Extension Error <input type="checkbox"/> Error in Total Amount <input type="checkbox"/> Change of Account <input checked="" type="checkbox"/> Change of Vendor Name/ Address <input type="checkbox"/> Other						
Vendor Name, Address, FEIN, Phone # Spectra Ticketing & Fan Engagement 5171 California Avenue Suite 200 Irvine, CA 92617				Spending Unit Name & Address West Virginia University Department of Intercollegiate Athletics PO Box 0877 Morgantown, WV 26507				
Item#	Quantity	Unit M	Description				Unit Price	Extended Price
			Change Order # <u>28</u> PLEASE AMEND CONTRACT AS FOLLOWS: Vendor's Name and Address has changed as follows: NOW READS: Paciolan, LLC 5171 California Ave. Suite 200 Irvine, CA 92617					
			CHANGE TO READ: Spectra Ticketing & Fan Engagement 5171 California Ave. Suite 200 Irvine, CA 92617					
			Effective Date: November 4, 2016					
Reason for Change: To update vendor name.				Previous Total \$ <u>Open End</u> Increase \$ _____ Decrease \$ _____ New Total \$ <u>Open End</u>				

Funding Paragraph

Service performed under this contract is to be continued in the succeeding fiscal year contingent upon funds being appropriated by the Legislature for this service. In the event funds are not appropriated for this service, this contract becomes of no effect and is null and void after June 30.

Approved

Terri M Castor

Digitally signed by Terri M Castor
 DN: cn=Terri M Castor, o=West Virginia University,
 ou=Procurement, Contracting & Payment Services,
 email=Terri.Castor@mail.wvu.edu, c=US
 Date: 2016.11.04 16:00:05 -04'00'

Procurement Officer

Date

**West Virginia University
Purchase Change Request**

FY	Buyer	Date	Acct #	P. O Date	Order #
15	T	10/13/15	Various	9/23/99	201048

Document

- Requisition (Cancellation Only)
- Regular Purchase Order
- Contract Purchase Order
- Open End Contract Purchase Order
- Agreement

Purpose of Change (Check boxes applicable)

- Cancellation
- Increase/Decrease
- Unused Balance(\$25.00 Maximum)
- Freight
- Renewal
- Extension Error

Error in Total Amount

Change of Account

Change of Vendor Name/ Address

Other

Vendor Name, Address, FEIN, Phone #

Paciolan, LLC
5171 California Avenue
Suite 200
Irvine, CA 92617

Spending Unit Name & Address

West Virginia University
Department of Intercollegiate Athletics
PO Box 0877
Morgantown, WV 26507

Item#	Quantity	Unit M	Description	Unit Price	Extended Price
			<p>Change Order # <u>27</u></p> <p>PLEASE AMEND CONTRACT AS FOLLOWS:</p> <p>To incorporate the attached Investment Addendum.</p> <p>EFFECTIVE DATE: October 2, 2015</p>		

Reason for Change:

To amend agreement.

Previous Total \$ Open End

Increase \$

Decrease \$

New Total \$ Open End

Funding Paragraph

Service performed under this contract is to be continued in the succeeding fiscal year contingent upon funds being appropriated by the Legislature for this service. In the event funds are not appropriated for this service, this contract becomes of no effect and is null and void after June 30.

Approved



John R. Haas 10/13/15

Chief Procurement Officer WVU FOIA #19125-025

WVU FOIA #19209-031

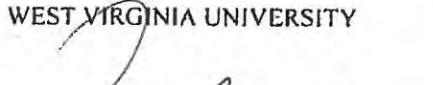
INVESTMENT ADDENDUM
West Virginia University

Access Management		
Qty	Description	Ext Price
Hardware		
20	Handheld scanner kits	\$ 24,100
20	Janam XM66W Mobile Computer w/ABG Radio, 2D, Crosshairs, 2X Battery	
5	4-Slot Charge - only Cradle Kit	
	- includes power supply & line cord	
	- communication cable available as add-on	
20	Lanyard/Neck strap	
0	Access Point kits	\$ -
0	Access server	\$ -
	Hardware subtotal	\$ 24,100
Software		
Access Management software licenses		
20	AM Handheld software license fee	\$ 4,060
0	Microsoft SQL Server Standard Edition Processor License	\$ -
20	Microsoft Windows Device CAL	\$ 700
	Software subtotal	\$ 4,760
Professional Services		
1	Configuration & Testing	\$ 1,600
	Professional Services subtotal	\$ 1,600
	Total	\$ 30,460
<p>• Notes:</p> <ul style="list-style-type: none"> - Estimate does not include travel and expenses, which will be billed separately to Customer, as incurred. - Shipping, Customs, Import Taxes, and/or Brokerage fees will be billed separately to Customer, as Incurred. - Quoted amounts are estimates based on preliminary Customer scoping data and Paciolan site assessment visit if it has occurred. Revisions may be applicable based on the site evaluation and/or additional Ticketing/Operations/IT context details finalized during implementation planning. - For functionality using cards with magnetic stripes or barcodes, solution costs may increase for unplanned requirements related to new/unique data retrieval formats from card information, specialized operating procedures, and/or custom processes with patron data import or ticket delivery. - Scope of work is completed in phases for multi-venue/multi-activity implementations. - Target Go-Live dates and on-site event support are subject to mutual agreement and Paciolan availability. - Customer will provide venue infrastructure for proper installation, operation, and storage of equipment, and for data network connectivity to user locations. This may require Customer to procure and install other necessary data cabling, electrical wiring, conduit, switches/routers/hubs, firewalls, etc. - Customer will install wireless network equipment at mutually agreed locations to ensure sufficient signal coverage. Assembly and positioning of access points & antenna kits will be directed by Paciolan during system implementation. Otherwise, if Customer has elected to supply and manage all wireless network components, the wireless configuration must provide suitable signal coverage and system connectivity. - Paciolan supports the performance of the Access Management solution only with system hardware and software configurations supplied by Paciolan. The system is delivered with components setup for single-purpose use. In order to assure compatibility, any equipment or system configurations from other sources must be endorsed in advance by Paciolan. Installation and troubleshooting support for components, setups or alternative uses not supplied by Paciolan will be limited and may incur additional costs. 		

INVESTMENT ADDENDUM
FEES AND PAYMENT TERMS
West Virginia University

FEES	
HARDWARE	\$24,100
SOFTWARE	\$4,760
PROFESSIONAL SERVICES	\$1,600
TOTAL	\$30,460
PAYMENT TERMS	
DUE upon mutual execution of this Investment Addendum	\$30,460

This Investment Addendum supplements the Investment Addendum (Addenda) to the System Purchase Contract effective as of July 1, 2009, as amended from time to time ("Agreement") by and between Paciolan, LLC. and West Virginia University . This Investment Addendum shall be subject to the terms and conditions of the Agreement and is incorporated therein by reference. In the event of any conflict between this Investment Addendum and the Agreement, the Agreement shall prevail. IN WITNESS WHEREOF, the parties have caused this Investment Addendum to be executed and do each hereby represent that their respective signatory whose signature appears below has been and is on the date hereof duly authorized by all necessary and appropriate action to execute this Investment Addendum.

<p>PACIOLAN, LLC</p> <p>Signature: </p> <p>Name: <u>David R. Butler</u></p> <p>Title: <u>CEO</u></p> <p>Date: <u>10/2/15</u></p>	<p>WEST VIRGINIA UNIVERSITY</p> <p>Signature: </p> <p>Name: <u>David Beaver</u></p> <p>Title: <u>CPO</u></p> <p>Date: <u>10/13/15</u></p>
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**West Virginia University
Purchase Change Request**

FY	Buyer	Date	Acct #	P. O Date	Order #
15	T	5/5/15	Various	9/23/99	201048
Document		Purpose of Change (Check boxes applicable)			
<input type="checkbox"/> Requisition (Cancellation Only) <input type="checkbox"/> Regular Purchase Order <input type="checkbox"/> Contract Purchase Order <input type="checkbox"/> Open End Contract Purchase Order XX Agreement		<input type="checkbox"/> Cancellation <input type="checkbox"/> Increase/Decrease <input type="checkbox"/> Unused Balance (\$25.00 Maximum) <input type="checkbox"/> Freight XX Renewal <input type="checkbox"/> Extension Error		<input type="checkbox"/> Error in Total Amount <input type="checkbox"/> Change of Account <input type="checkbox"/> Change of Vendor Name/Address XX Other	

Vendor Name, Address, FEIN, Phone #

Paciolan, LLC
5171 California Avenue
Suite 200
Irvine, CA 92617

Spending Unit Name & Address

West Virginia University
Department of Intercollegiate Athletics
PO Box 0877
Morgantown, WV 26507

Item#	Quantity	Unit M	Description	Unit Price	Extended Price
			<p>Change Order # <u>26</u></p> <p>PLEASE AMEND CONTRACT AS FOLLOWS:</p> <p>To incorporate the attached Amendment No. 5 to System Purchase Contract, effective May 1, 2015, into the original agreement dated July 1, 2009, and as amended from time to time.</p> <p>The term of this Agreement shall continue until June 30, 2021 and shall automatically renew for subsequent five (5) year periods unless terminated in writing at least ninety days prior to end of the Initial Term or then-applicable Renewal Term.</p> <p>EFFECTIVE DATE: May 1, 2015</p>		

Reason for Change:

To incorporate Amendment No. 5

Previous Total \$	<u>Open End</u>
Increase \$	<u> </u>
Decrease \$	<u> </u>
New Total \$	<u>Open End</u>

Funding Paragraph

Service performed under this contract is to be continued in the succeeding fiscal year contingent upon funds being appropriated by the Legislature for this service. In the event funds are not appropriated for this service, this contract becomes of no effect and is null and void after June 30.

Approved

Chief Procurement Officer

5/6/15
Date

AMENDMENT NO.5 TO SYSTEM PURCHASE CONTRACT

This Amendment No. 5 ("Amendment") to that certain System Purchase Contract dated as of July 1, 2009, as amended from time to time ("Original Agreement"), is entered into effective as of May 1, 2015 ("Amendment Effective Date") by and between Paciolan, LLC ("Paciolan") and The West Virginia University Board of Governors on behalf of West Virginia University, a public body politic and corporate and a political subdivision of the State of West Virginia ("Customer").

Background

Paciolan and Customer now desire to further amend and supplement the Original Agreement as specified below in order to (i) extend the term of the Original Agreement, and (ii) provide Customer with additional Software, subscription services and Professional Services.

In consideration of the foregoing and other good and valuable consideration, the receipt of which is hereby acknowledged, the parties hereto agree to amend the Original Agreement as follows.

Original Agreement Amendments

1. **Supplemental Investment Addendum.** There is hereby added to the Investment Addenda to the Original Agreement, the Supplemental Investment Addendum attached hereto as Exhibit A. The Supplemental Investment Addendum (i) supplements the Investment Addenda to the Original Agreement, (ii) supplements, amends and restates the fees in the Original Agreement applicable to Customer's use of the System provided under the Original Agreement, as amended by this Amendment, and (iii) restates and sets forth the Professional Services, Paciolan Software, Third Party Software and corresponding subscription services to be provided by Paciolan under the Original Agreement. Customer shall pay to Paciolan the fees set forth in the Supplemental Investment Addendum in accordance with the terms of the Original Agreement, as amended by this Amendment. The Paciolan Software, Third Party Software, subscription services and Professional Services set forth in the Supplemental Investment Addendum shall be provided in accordance with the terms and conditions of the Original Agreement, as applicable, and this Amendment. The Transaction Fees and periodic fees set forth in the Supplemental Investment Addendum supplement, amend and restate all transaction fees and all periodic fees set forth in the Original Agreement, effective as of the Amendment Effective Date. Accordingly, Customer shall pay to Paciolan the Transaction Fees and the periodic fees set forth in the Supplemental Investment Addendum in accordance with the terms of the Original Agreement, as amended by this Amendment, effective as of the Amendment Effective Date. Acceptance of the Ticketing Intelligence (TI) Software and corresponding Professional Services by Customer will be deemed to have occurred as soon as the Software is installed, implemented, tested and declared operational by Customer but no later than thirty (30) days following the first use of the TI Software by Customer, upon the occurrence of which, Customer shall provide Paciolan with a certificate of acceptance.

2. **Term.** Section 2(A) of the Original Agreement shall be amended and restated in its entirety as follows:

"The term of this Agreement shall begin on the Effective Date and continue until June 30, 2021 ("Initial Term") and shall automatically renew for subsequent five (5) year periods (each a "Renewal Term") under the then current terms unless either party notifies the other in writing at least ninety (90) days prior to end of the Initial Term or the then-applicable Renewal Term, as applicable, of its intent not to renew this Agreement for a subsequent term. The Initial Term, together with any Renewal Terms, is referred to herein as the "Term". For any Renewal Term, Paciolan shall be entitled to increase or otherwise adjust its

fees charged under this Agreement upon notice to Customer delivered at least one hundred twenty (120) days prior to the commencement of the applicable Renewal Term."

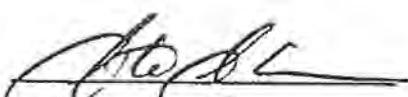
3. **Marketing Services.** Pursuant to and subject to the terms and conditions of separate agreements between Paciolan and Customer for PacSocial services ("PacSocial Agreement") and for retargeting services ("Retargeting Agreement"), Customer shall receive up to \$12,972 of PACSocial services per year (i.e. July 1-June 30) and \$15,000 of retargeting services per year, respectively, during the Term at no additional charge, as the fees for such PACSocial and retargeting services are included in the Annual Hosting Services Fee set forth in the Supplemental Investment Addendum. For the avoidance of doubt, Customer shall not be eligible to receive such PACSocial services and retargeting services, if the PACSocial Agreement and Retargeting Agreement, respectively, are not in effect. The \$12,972 of annual PACSocial services and the \$15,000 of annual retargeting services shall expire at the end of each annual period and will not carryover to the subsequent annual periods (i.e. "use it or lose it").

All exhibits attached hereto are incorporated herein by reference. Except as amended by this Amendment, all other terms and conditions set forth in the Original Agreement shall remain in full force and effect. If there is any conflict between the terms of this Amendment and the Original Agreement, then the terms of this Amendment shall prevail.

IN WITNESS WHEREOF, the parties have caused this Amendment to be executed and do each hereby represent that their respective signatory whose signature appears below has been and is on the Amendment Effective Date duly authorized by all necessary and appropriate corporate action to execute this Amendment.

PACIOLAN, LLC

Signature:



Name:

Steve Shaw

Title:

CFO

Date:

5/5/15

WEST VIRGINIA UNIVERSITY

Signature:



Name:

David Beaver

Title:

CFO

Date:

5/5/15

Exhibit A
Supplemental Investment Addendum

SOFTWARE AND SERVICES		
Qty	Description	
	SOFTWARE	
	Paciolan Software	
1	t.Res Software License	
1	Paciolan client Software for use with Seat Map	
1	System Access Management Software for use with Access Management	
1	t.Fund Software License	
1	t.Credit Software License	
1	e.Venue Software License	
6	Paciolan CRM Software User License	
24	Paciolan Concurrent User License	
	Third-Party Software	
1	Ticketing Intelligence (TI) Software License	
	SOFTWARE SUBSCRIPTION SERVICES	
	Hosting	
1	Annual Hosting Subscription	\$24,000
	Access Management	
1	Annual Access Management Subscription	\$24,000
	Credit Authorization	
1	Annual Credit Authorization Service	\$5,400
	Paciolan Concurrent User License	
1	Annual Concurrent User License Subscription	\$6,000
	TI	
1	TI Annual License Subscription	
	PACMail	
1	Annual PACMail Subscription	
	CRM	
1	Annual CRM License Subscription - 6 Users	
	eQuery	
1	eQuery License Subscription	
	Service Program	
34	Users, Premium Service Program (t.Res, t.Fund, t.Credit)	
	PROFESSIONAL SERVICES*	
	TI SERVICES	
1	TI Implementation and Training Services	
	– Initial Data Conversion (up to 2 Years of Data)	
	– Data Warehouse to maintain up to 5 Years of rolling history.**	
	Note:	
	Customer hereby authorizes, and provides a license to, Paciolan to use Customer's data processed and/or produced by the Ticketing Intelligence Software product for purposes of developing best practices for the benefit of Customer and Paciolan's other customers, provided that such data may only be used by Paciolan for such purpose in aggregated and anonymous form (i.e. with personally identifiable information removed). The authority and license granted herein shall survive any termination of the Original Agreement. Data in the TI Software reflects live data in the hosted t.Res Paciolan Software (i.e. deletions in t.Res data will result in deletions in TI Software data). **Additional data storage for extra Paciolan data or custom external data feeds that exceed the standard storage size can be purchased at an additional cost.	
	* All service days are estimates and are based on 8 hours per day for each Paciolan staff person assigned (refer to Paciolan Services Policies).	
	Travel expenses (airfare, meals, lodging, etc.), Customs, Import Taxes, and/or Brokerage fees will be billed separately to customer as incurred.	

TRANSACTION FEES		Am. Eff Date -
Description		6/30/21
Single Ticket or Value/Misc. Item (1)		
Per Price of Ticket or Value/Misc. Item Sold via e.Venue, GTW		8.8%
Minimum Fee Per Ticket or Value/Misc. Item		\$0.50
Maximum Fee Per Ticket or Value/Misc. Item		\$4.00
Item Packages (2)		
Maximum Fee Per an Item Package		\$30.00
New Combo / Multiple Event Items / Season Tickets (3)		
Per Price of Combo / Multiple Event Item Sold via e.Venue		8.8%
Minimum Fee Per Combo / Multiple Event Item		\$2.00
Maximum Fee Per Combo / Multiple Event Item		\$10.00
Student Season Tickets		
Per Combo / Multiple Event Item Sold via e.Venue		\$7.50
If online Student Season Tickets is mandatory for all students		\$4.50
Renewals / Application Packages (4)		
Per Season Renewal Order or Application processed via e.Venue		\$7.50
(Note - includes 1st payment processed)		
Payment Plan Options		
Per additional payments processed via e.Venue		\$3.50
Online Donation Processing		
Per Transaction Value processed via e.Venue		5.0%
Minimum Fee Per Transaction		\$1.00
Maximum Fee Per Transaction		\$5.00
Electronic Transfer		
Per Single Ticket transfer processed via e.Venue		\$1.00
Electronic Returns		
Per Single Ticket returns processed via e.Venue		\$0.50
e.Check Transactions		
Per Check electronically processed		\$4.00
Electronic Ticket / Item Delivery from e.Venue and Box Office System (5)		
Per Order utilizing Print at Home		\$1.50
Per Order utilizing Patron ID Card/Device		\$1.50
e.Venue Guaranteed Minimum Annual Fee (6)		\$24,000
Integrated Ticket Market Place		
Per Total Cost to Buyer (7)		15.0%
Per Price of Membership Sold (8)		25.0%
Minimum Fee Per Membership		\$6.00
Guaranteed Minimum Annual Fees (6)		\$27,500
3rd party sales (9)		
Per Single, Combo, Value Item transacted through Paciolan		\$1.00
1 Per Ticket or Value Item Fee is based on the purchase price of each Ticket or Value Item transacted through e.Venue or Group Ticket Window, including non-ticket items such as merchandise. Zero-priced items sold will be charged the minimum fee for the item type. Value item includes gift certificate or miscellaneous item.		
2 Single Ticket or Value/Misc. Item fees apply to each item within an Item Package, up to the Maximum Fee Per an Item Package.		
3 Per Combo/Multiple Event Items Fee is based on the purchase price of each Combo/Multiple Event Item (including New Season or Subscription Tickets, Multiple Event Items, Mini Plans, and Designer Series) transacted through e.Venue. Fees will be applied per Combo Item, not per the number of events each combo item represents. Additional Tickets or Value Items sold in conjunction with a Combo Item will be charged at the applicable single Ticket or Value Item rate.		
4 Additional Tickets or Value Items (i.e., items not being renewed) sold on application will be charged at the applicable single Ticket or Value Item rate.		
5 Fees apply to orders assigning items in an to electronic delivery method. Black Office systems include tRes and WBST.		
6 Minimum Annual Fee period will begin on July 1st and end on June 30th of each year, prorated from date site is implemented.		
7 Fee applies to total purchase price charged to buyer including ticket price and related fees paid by buyer		
8 Applies to membership fees charged to patrons for right to purchase items on Ticket Marketplace or Suite Marketplace		
9 Applies to 3rd party inventory sold through Customer, or Customer's inventory sold through a 3rd party		

FEES AND PAYMENT TERMS

FEES	
ANNUAL HOSTING SUBSCRIPTION	\$94,000
ANNUAL ACCESS MANAGEMENT SUBSCRIPTION	\$24,000
ANNUAL CREDIT AUTHORIZATION SERVICE	\$5,400
ANNUAL CONCURRENT USER LICENSE SUBSCRIPTION	\$6,000
ANNUAL ACCESS HARDWARE, SOFTWARE AND SERVICES (Final Payment)	\$56,802
PAYMENT TERMS	
DUE ON July 1, 2015	\$186,202
DUE ON July 1, 2016 and Annually thereafter through term of Agreement	\$129,400

West Virginia University

Purchase Change Request

FY	Buyer	Date	Acct #	P. O Date	Order #
15	W	7/22/14	Various	9/23/99	201048

Document

<input type="checkbox"/>	Requisition (Cancellation Only)
<input type="checkbox"/>	Regular Purchase Order
<input type="checkbox"/>	Contract Purchase Order
<input type="checkbox"/>	Open End Contract Purchase Order
<input checked="" type="checkbox"/>	Agreement

Purpose of Change (Check boxes applicable)

<input type="checkbox"/>	Cancellation
<input type="checkbox"/>	Increase/Decrease
<input type="checkbox"/>	Unused Balance(\$25.00 Maximum)
<input type="checkbox"/>	Freight
<input type="checkbox"/>	Renewal
<input type="checkbox"/>	Extension Error

<input type="checkbox"/>	Error in Total Amount
<input type="checkbox"/>	Change of Account
<input type="checkbox"/>	Change of Vendor Name/ Address
<input checked="" type="checkbox"/>	Other

Vendor Name, Address, FEIN, Phone #

Paciolan, Inc.
5171 California Avenue
Suite 200
Irvine, CA 92617

Spending Unit Name & Address

West Virginia University
Department of Intercollegiate Athletics
PO Box 0877
Morgantown, WV 26507

Item#	Quantity	Unit M	Description	Unit Price	Extended Price
			<p>Change Order # <u>25</u></p> <p>PLEASE AMEND CONTRACT AS FOLLOWS:</p> <p>To amend the agreement per the attached pages.</p> <p>EFFECTIVE DATE: July 1, 2014</p>		
			<p>Reason for Change: To amend agreement.</p> <p>Previous Total \$ _____ Open End</p> <p>Increase \$ _____</p> <p>Decrease \$ _____</p> <p>New Total \$ _____ Open End</p>		

Funding Paragraph

Service performed under this contract is to be continued in the succeeding fiscal year contingent upon funds being appropriated by the Legislature for this service. In the event funds are not appropriated for this service, this contract becomes of no effect and is null and void after June 30.

Approved

Procurement Officer

Date

7/22/14

WVU FOIA #19125-034

WVU FOIA #19209-040

**AMENDMENT NO.4 TO
SYSTEM PURCHASE CONTRACT**

This Amendment No. 4 ("Amendment") to that certain System Purchase Contract dated as of July 1, 2009, as amended from time to time ("Original Agreement"), is entered into effective as of July 1, 2014 ("Amendment Effective Date") by and between Paciolan, Inc., a Delaware corporation ("Paciolan") and The West Virginia University Board of Governors on behalf of West Virginia University, a public body politic and corporate and a political subdivision of the State of West Virginia ("Customer").

Background

Paciolan and Customer now desire to further amend and supplement the Original Agreement as specified below in order to provide Customer with additional Paciolan Software, Third Party Software and subscription services.

In consideration of the foregoing and other good and valuable consideration, the receipt of which is hereby acknowledged, the parties hereto agree to amend the Original Agreement as follows.

Original Agreement Amendments

1. **Supplemental Investment Addendum.** There is hereby added to the Investment Addenda to the Original Agreement, the Supplemental Investment Addendum attached hereto as Exhibit A. The Supplemental Investment Addendum (i) supplements the Investment Addenda to the Original Agreement, and (ii) sets forth additional Paciolan Software, Third Party Software and subscription services to be provided by Paciolan to Customer pursuant to the Original Agreement and the fees applicable to such additional purchases. Customer shall pay to Paciolan the fees set forth in the Supplemental Investment Addendum in accordance with the terms of the Original Agreement, as amended by this Amendment. The Paciolan Software, Third Party Software and subscription services set forth in the Supplemental Investment Addendum shall be provided in accordance with the terms and conditions of the Original Agreement, as applicable, and this Amendment.

All exhibits attached hereto are incorporated herein by reference. Except as amended by this Amendment, all other terms and conditions set forth in the Original Agreement shall remain in full force and effect. If there is any conflict between the terms of this Amendment and the Original Agreement, then the terms of this Amendment shall prevail.

IN WITNESS WHEREOF, the parties have caused this Amendment to be executed and do each hereby represent that their respective signatory whose signature appears below has been and is on the Amendment Effective Date duly authorized by all necessary and appropriate corporate action to execute this Amendment.

PACIOLAN, INC.

WEST VIRGINIA UNIVERSITY

Signature:



Name:

David R. Butler

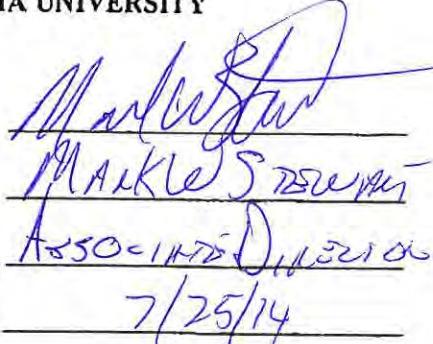
Title:

CEO

Date:

7/22/14

Signature:


Mark L. Sizemore
ASSOC-INT'D DIRECTOR
7/25/14

Name:

Title:

Date:

Exhibit A
Supplemental Investment Addendum

SOFTWARE		ALSF
Qty	Description	
Paciolan Software		
10	Additional Paciolan Concurrent User License (for a total of 34) (includes Paciolan Application Fee, UniVerse DBMS License and SB+ Runtime License)	** **
Third Party Software		
10	SB+ Client Windows/GUI Emulation Software License	\$295 \$2,950
SOFTWARE SUBSCRIPTION SERVICES		
Paciolan Concurrent User License		
1	Annual Concurrent User License Subscription - 10 Additional Users	\$6,000
Service Program		
10	Additional Users, Premium Service Program (t.Res, tFund, tCredit)	
ALF - Annual License Subscription Fee		
** Included in the Paciolan Annual Concurrent User License Subscription		

FEES AND PAYMENT TERMS

FEES	
SOFTWARE	\$2,950
ANNUAL CONCURRENT USER LICENSE SUBSCRIPTION	\$6,000
PAYMENT TERMS	
DUE and payable upon mutual execution of this Amendment	\$2,950
DUE ON Live Date (Covers Live Date thru 6/30/14)	TBD**
DUE ON July 1, 2014 and annually thereafter thru Term of Original Agreement	\$6,000
**The first payment of the Annual Concurrent Users License Subscription is subject to a pro-rata reduction for services provided for a portion of the applicable period due to commencement of the additional user licenses being added in the middle of the period for the first period and/or a termination or expiration date in the middle of the period for the final period. The "Live Date" shall mean Customer's first use of the applicable services.	

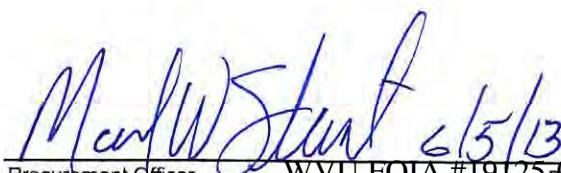
**West Virginia University
Purchase Change Request**

FY 13	Buyer W	Date 5/31/13	Acct # Various	P. O Date 9/23/99	Order # 201048
Document <input type="checkbox"/> Requisition (Cancellation Only) <input type="checkbox"/> Regular Purchase Order <input type="checkbox"/> Contract Purchase Order <input checked="" type="checkbox"/> Open End Contract Purchase Order <input checked="" type="checkbox"/> Agreement		Purpose of Change (Check boxes applicable) <input type="checkbox"/> Cancellation <input type="checkbox"/> Increase/Decrease <input type="checkbox"/> Unused Balance (\$25.00 Maximum) <input type="checkbox"/> Freight <input type="checkbox"/> Renewal <input type="checkbox"/> Extension Error <input checked="" type="checkbox"/> Error in Total Amount <input type="checkbox"/> Change of Account <input checked="" type="checkbox"/> Change of Vendor Name/ Address <input checked="" type="checkbox"/> Other			
Vendor Name, Address, FEIN, Phone # Paciolan, Inc. 5171 California Avenue Suite 200 Irvine, CA 92617			Spending Unit Name & Address West Virginia University Department of Intercollegiate Athletics PO Box 0877 Morgantown, WV 26507		
Item#	Quantity	Unit M	Description	Unit Price	Extended Price
			Change Order # <u>24</u> PLEASE AMEND CONTRACT AS FOLLOWS: To amend the agreement per tha attached pages. EFFFECTIVE DATE: April 16, 2013		
Reason for Change: To amend agreement.			Previous Total \$ <u>Open End</u> Increase \$ _____ Decrease \$ _____ New Total \$ <u>Open End</u>		

Funding Paragraph

Service performed under this contract is to be continued in the succeeding fiscal year contingent upon funds being appropriated by the Legislature for this service. In the event funds are not appropriated for this service, this contract becomes of no effect and is null and void after June 30.

Approved



Marlene W. Stank
Procurement Officer

WVU FOIA #19125 Date 6/5/13

WVU FOIA #19209-043

INVESTMENT ADDENDUM
West Virginia University

Access Management						
Qty	Description					Ext Price
	Hardware/Firmware					
63	Janam XM66 2D Firmware Upgrade (2D-XP-1)		\$ 115	\$	7,245	
	Software subtotal			\$	7,245	
	Professional Services					
	Handheld and File Updates (Remote phone support included)			\$	-	
	Professional Services subtotal			\$	-	
	Total			\$	7,245	

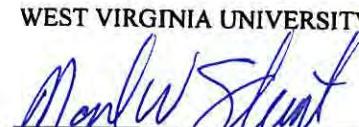
Notes:

- *Estimate does not include travel and expenses, which will be billed separately to Customer, as incurred. Shipping, Customs, Import Taxes, and/or Brokerage fees will be billed separately to Customer, as incurred.*
- Quoted amounts are estimates based on preliminary Customer scoping data and Paciolan site assessment visit if it has occurred. Revisions may be applicable based on the site evaluation and/or additional Ticketing/Operations/IT context details finalized during implementation planning.
- For functionality using cards with magnetic stripes or barcodes, solution costs may increase for unplanned requirements related to new/unique data retrieval formats from card information, specialized operating procedures, and/or custom processes with patron data import or ticket delivery.
- Scope of work is completed in phases for multi-venue/multi-activity implementations.
- Target Go-Live dates and on-site event support are subject to mutual agreement and Paciolan availability.
- Customer will provide venue infrastructure for proper installation, operation, and storage of equipment, and for data network connectivity to user locations. This may require Customer to procure and install other necessary data cabling, electrical wiring, conduit, switches/routers/hubs, firewalls, etc.
- Customer will install included wireless network equipment at mutually agreed locations to ensure sufficient signal coverage. Assembly and positioning of access points & antenna kits will be directed by Paciolan during system implementation. Otherwise, if Customer has elected to supply and manage all wireless network components, the wireless configuration must provide suitable signal coverage and system connectivity.
- Paciolan installs, supports, services, and warrants the reliability and performance of the Access Management solution only with system hardware and software configurations supplied by Paciolan. The system is delivered with components setup for single-purpose use. In order to assure compatibility, any equipment or system configurations from other sources must be endorsed in advance by Paciolan. Installation and troubleshooting support for components, setups, or alternative uses not supplied by Paciolan will be limited and may incur additional costs.

Investment Addendum
FEES AND PAYMENT TERMS
West Virginia University

FEES	
HARDWARE	\$7,245
PROFESSIONAL SERVICES	\$0
TOTAL	\$7,245
PAYMENT TERMS	
DUE upon mutual execution of this Investment Addendum	\$7,245

This Investment Addendum supplements the Investment Addendum (Addenda) to the System Purchase Contract effective as of July 1, 2009, as amended from time to time ("Agreement") by and between Paciolan, Inc. and West Virginia University . This Investment Addendum shall be subject to the terms and conditions of the Agreement and is incorporated therein by reference. In the event of any conflict between this Investment Addendum and the Agreement, the Agreement shall prevail. IN WITNESS WHEREOF, the parties have caused this Investment Addendum to be executed and do each hereby represent that their respective signatory whose signature appears below has been and is on the date hereof duly authorized by all necessary and appropriate action to execute this Investment Addendum.

PACIOLAN, INC.  Signature: _____ Name: <u>David R. Butler</u> Title: <u>CEO</u> Date: <u>5/31/13</u>	WEST VIRGINIA UNIVERSITY  Signature: _____ Name: <u>Mark W. Stewart</u> Title: <u>Associate Director</u> Date: <u>6/5/13</u>
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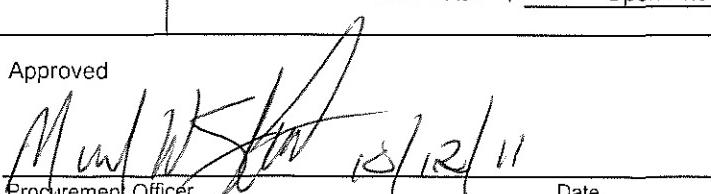
**West Virginia University
Purchase Change Request**

FY 12	Buyer L	Date 10/12/11	Acct # VARIOUS	P. O Date 9/23/99	Order # 201048
Document <input type="checkbox"/> Requisition (Cancellation Only) <input type="checkbox"/> Regular Purchase Order <input type="checkbox"/> Contract Purchase Order <input checked="" type="checkbox"/> Open End Contract Purchase Order <input type="checkbox"/> Agreement		Purpose of Change (Check boxes applicable) <input type="checkbox"/> Cancellation <input checked="" type="checkbox"/> Increase/Decrease <input type="checkbox"/> Unused Balance(\$25.00 Maximum) <input type="checkbox"/> Freight <input type="checkbox"/> Renewal <input type="checkbox"/> Extension Error <input type="checkbox"/> Error in Total Amount <input type="checkbox"/> Change of Account <input type="checkbox"/> Change of Vendor Name/ Address <input checked="" type="checkbox"/> Other			
Vendor Name, Address, FEIN, Phone # Paciolan, Inc. 5171 California Avenue Irvine, CA 92617			Spending Unit Name & Address West Virginia University Department of Intercollegiate Athletics PO Box 0877 Morgantown, WV 26507		
Item#	Quantity	Unit M	Description	Unit Price	Extended Price
			Change Order # <u>23</u> PLEASE REVISE ORIGINAL PURCHASE ORDER AS FOLLOWS: To amend the agreement as per the attached pages. Effective Date: October 12, 2011		
Reason for Change: To amend the agreement as per the attached.			Previous Total \$ <u>Open End</u> Increase \$ _____ Decrease \$ _____ New Total \$ <u>Open End</u>		

Funding Paragraph

Service performed under this contract is to be continued in the succeeding fiscal year contingent upon funds being appropriated by the Legislature for this service. In the event funds are not appropriated for this service, this contract becomes of no effect and is null and void after June 30.

Approved


Procurement Officer
10/12/11

Date

**AMENDMENT NO.3 TO
SYSTEM PURCHASE CONTRACT**

This Amendment No. 3 ("Amendment") to that certain System Purchase Contract dated as of July 1, 2009, as amended from time to time ("Original Agreement"), is entered into effective as of October 12, 2011 ("Amendment Effective Date") by and between Paciolan, Inc., a Delaware corporation ("Paciolan") and The West Virginia University Board of Governors on behalf of West Virginia University, a public body politic and corporate and a political subdivision of the State of West Virginia ("Customer").

Background

Under the Original Agreement, (i) Customer's non-online ticketing functions are operated under a Customer-hosted environment; and (ii) Customer's online functions are operated under a Paciolan-hosted environment.

Paciolan and Customer now desire to further amend and supplement the Original Agreement as specified below in order to (i) move Customer's back office ticketing functions to a Paciolan-hosted environment, and (ii) provide Customer with additional Rented Hardware, Paciolan Software, Third Party Software and Professional services.

In consideration of the foregoing and other good and valuable consideration, the receipt of which is hereby acknowledged, the parties hereto agree to amend the Original Agreement as follows.

Original Agreement Amendments

1. **Supplemental Investment Addendum.** There is hereby added to the Investment Addenda to the Original Agreement, the Supplemental Investment Addendum attached hereto as **Exhibit A.** The Supplemental Investment Addendum (i) supplements the Investment Addenda to the Original Agreement, (ii) supplements, amends and restates the fees in the Original Agreement applicable to Customer's use of the System provided under the Original Agreement, as amended by this Amendment, and (iii) restates and sets forth the Professional Services, Paciolan Software, Third Party Software and corresponding subscription services to be provided by Paciolan under the Original Agreement, as well as additional Rented Hardware to be provided by Paciolan. Customer shall pay to Paciolan the fees set forth in the Supplemental Investment Addendum in accordance with the terms of the Original Agreement, as amended by this Amendment. The Rented Hardware, Paciolan Software, Third Party Software, subscription services and Professional Services set forth in the Supplemental Investment Addendum shall be provided in accordance with the terms and conditions of the Original Agreement, as applicable, and this Amendment. The Rented Hardware shall be returned upon expiration of the Term. Acceptance by Customer of the Hosted Services Professional Services will be deemed to have occurred upon Conversion (as defined in Section 2 below), upon the occurrence of which, Customer shall provide Paciolan with a certificate of acceptance. The Transaction Fees and periodic fees set forth in the Supplemental Investment Addendum supplement, amend and restate all transaction fees and all periodic fees set forth in the Original Agreement, effective as of the Amendment Effective Date. Accordingly, Customer shall pay to Paciolan the Transaction Fees and the periodic fees set forth in the Supplemental Investment Addendum in accordance with the terms of the Original Agreement, as amended by this Amendment, effective as of the Amendment Effective Date.

2. **Hosted Services.** There is hereby added to the Original Agreement the additional provisions set forth on the Hosted Services Addendum attached hereto as **Exhibit B.** Paciolan shall provide to Customer the hosted services set forth on the Hosted Services Addendum. The services listed

on the Hosted Services Addendum will be provided upon completion of the conversion of Customer's current non-hosted ticketing functions to the Paciolan-hosted environment ("Conversion").

3. **Hardware.** For the avoidance of doubt, Hardware consists of Purchased Hardware and Rented Hardware. The following shall be added to Section 4 of the Original Agreement:

"In exchange for the fees set forth on the Investment Addendum (Addenda), Customer shall lease from Paciolan the Hardware, if any, set forth on the Investment Addendum ("Rented Hardware"), for use in connection with the System. For the avoidance of doubt, any Hardware not designated as "Purchased Hardware" on the Investment Addendum shall constitute Rented Hardware. In exchange for payment of such fees, during the Term, Paciolan hereby grants Customer a non-exclusive, non-transferable license to use the Hardware solely for the business purposes contemplated by this Agreement. Customer acknowledges that the Rented Hardware will be used by Customer at Customer's facilities and that Paciolan does not own, operate or control such location. Accordingly, Customer hereby assumes and shall bear the entire risk of loss and damage to the Rented Hardware, ordinary wear and tear excepted, whether or not insured against, unless occasioned by the negligence or willful misconduct of Paciolan, from any and every cause whatsoever from the date of shipment of the Rented Hardware to Customer until removal thereof following termination of this Agreement or earlier as agreed upon by the parties hereunder. No such loss or damage to the Rented Hardware shall impair any obligation of Customer under this Agreement. In the event of loss or damage of any kind to any Rented Hardware, Customer, at its sole option, shall within thirty (30) days after such loss or damage: (i) replace the same with similar property, in good repair, condition and working order to the satisfaction of Paciolan; or (ii) pay Paciolan in cash the full replacement cost of the Rented Hardware, and Paciolan shall promptly deliver, at Customer's expense, new hardware to replace the lost or damaged Rented Hardware. Customer shall, at its own expense, provide and maintain at all times during the Term hereof insurance to protect the Rented Hardware against loss caused by fire (with extended coverage), vandalism, malicious mischief, theft, or any other cause in an amount equal to the full replacement value of the Rented Hardware as determined by Paciolan. Should Customer become unable to provide or maintain such insurance coverage, Customer shall promptly notify Paciolan in writing prior to the expiration of any such coverage, and, thereafter, Paciolan shall have the right, but shall not be obligated, to provide insurance coverage for the occurrences specified above and charge Customer the costs of such insurance coverage. Customer shall provide, at its sole expense, comprehensive or commercial general liability and property damage insurance with minimum limits of \$1,000,000 per occurrence and \$2,000,000 in the aggregate for its protection and the protection of Paciolan. All insurance provided and maintained by Customer shall be in such amounts, under such forms of policies pursuant to this Section shall provide for the waiver of the insurer's right of subrogation against Customer and Paciolan. All policies of insurance shall name Paciolan as an additional insured and shall provide for at least thirty (30) days' prior written notice of cancellation, non-renewal or material modification to Paciolan. Customer shall furnish Paciolan with certificates of such insurance or other evidence satisfactory to Paciolan as to its compliance with the provisions of this Section. Customer hereby agrees that it will, whenever reasonably requested by Paciolan, execute, acknowledge and deliver, or cause to be executed, acknowledged and delivered, agreements, instruments, and documents necessary or desirable, in form satisfactory to Paciolan, to protect the rights and ownership of Paciolan to and of the Rented Hardware, including but not limited to certificates from parties with a real property interest in the premises wherein the Rented Hardware may be located waiving any claim with respect to the Rented Hardware. Except as may be necessary to prevent damage to or destruction of the Rented Hardware, Customer will not move the Rented Hardware nor permit such Rented Hardware to be moved without Paciolan's prior written consent, which consent shall not be unreasonably withheld, and shall give Paciolan prompt written notice of any attachment or other judicial process affecting any item of Rented Hardware. Upon the expiration or termination of this Agreement, Customer shall return the Rented Hardware to Paciolan in good repair, condition and working order,

ordinary wear and tear resulting from proper use thereof alone excepted, and any and all licenses and other rights to the Rented Hardware shall terminate with respect to Customer. ”

4. **PACMail Addendum.** The PACMAIL Addendum attached hereto as **Exhibit C** shall be added to the Original Agreement.

All exhibits attached hereto are incorporated herein by reference. Except as amended by this Amendment, all other terms and conditions set forth in the Original Agreement shall remain in full force and effect. If there is any conflict between the terms of this Amendment and the Original Agreement, then the terms of this Amendment shall prevail.

IN WITNESS WHEREOF, the parties have caused this Amendment to be executed and do each hereby represent that their respective signatory whose signature appears below has been and is on the Amendment Effective Date duly authorized by all necessary and appropriate corporate action to execute this Amendment.

PACIOLAN, INC.

WEST VIRGINIA UNIVERSITY

Signature:



Signature:



Name:

David R. Butter

Name:

Mark W. Stewart

Title:

CEO

Title:

Associate Director

Date:

10/7/11

Date:

10/12/11

Exhibit A
Supplemental Investment Addendum

RENTED HARDWARE, SOFTWARE AND SERVICES		
Qty	Description	
RENTED HARDWARE		
2 Print Server (Quantity based to number of System Printers)		
4	Lantronix Leftwave Network Adapter (PN 260 21066A)	
4	PSI-255 Cable	
2	Cisco R9 Router	
SOFTWARE		
Paciolan Software		
1	1.Res Software License	
1	Paciolan Client Software for use with Seat Map	
1	System Access Management Software for use with Access Management	
1	1 Fund Software License	
1	1.Credit Software License	
1	eVenue Software License	
6	Paciolan CRM Software User License	
24	Paciolan Concurrent User License	
Third-Party Software		
3	SDC MultiMerchant Module (Add'l) Location/Merchant ID	
3	SDC MultiMerchant Module Maintenance	
1	SDC Protobase eXpress High-Speed SoftTrans Module	
	- PB eXpress Fee 1st Location/Merchant ID	
	- PB eXpress Set Up Fee	
4	Additional SDC Protobase eXpress High Speed SoftTrans License	
	- PB eXpress Monthly Service Add'l Location/Merchant ID	
4	SDC Site Activation Fee (1 Site Activation required per Location/Merchant ID)	
Operating System Products -Third Party Software		
24	User UniVerse DBMS License	
24	User SB+ Runtime License	
p.ODBC (Windows Reporting Tool)		
1	1.Res ODBC Dictionary	
1	1.Fund GDBC Dictionary	
SOFTWARE SUBSCRIPTION SERVICES		
Hosting		
1	Annual Hosting Subscription	\$66,208
Access Management		
1	Annual Access Management Subscription	\$24,000
CA over IP Service		
1	Annual CA over IP Service ⁴	\$5,400
Paciolan Concurrent User License		
1	Annual Concurrent User License Subscription - 24 Users	
PACMail		
1	Annual PACMail Subscription	
CRM		
1	Annual CRM License Subscription - 6 Users	
eQuery		
1	eQuery License Subscription	
Service Program		
24	Users, Premium Service Program (1.Res, 1.Fund, 1.Credit)	
⁴ Includes up to 4 Mkeys. Initial service term is 18 months. Each additional Mkey is \$40 per month billed quarterly in advance.		
PROFESSIONAL SERVICES		
Hosted Services		
1	Hosted Services Setup	
	- Project Management	
	- RS/6000 Setup, Configuration and Testing	
	- Communication to LAN Setup and Testing	
	- Communication to CA processor Setup and Testing	
	- Consulting	
1	Move to hosted CA over IP	
eQuery		
1	eQuery Implementation	
PACMail		
1	PACMail Implementation	
CRM SERVICES		
1	CRM Implementation and Training Services	
	- Project Management	
	- Business Consulting & Workflow Process Planning	
	- CRM Applications Training	
	- Technical Setup, Configuration and Testing for WBST	
	(does not include WBST functionality or WBST use for sales transactions)	
	- CRM Follow-up Consulting (remote)	

TRANSACTION FEES		
Description	Eff Date -	
Single Ticket or Value/Misc. Item (1)		6/30/16
Per Price of Ticket or Value/Misc. Item Sold via e.Venue, GTW		8.8%
Minimum Fee Per Ticket or Value/Misc. Item		\$0.50
Maximum Fee Per Ticket or Value/Misc. Item		\$4.00
Item Packages (2)		
Maximum Fee Per an Item Package		\$30.00
New Combo / Multiple Event Items / Season Tickets (3)		
Per Price of Combo / Multiple Event Item Sold via e.Venue		8.8%
Minimum Fee Per Combo / Multiple Event Item		\$2.00
Maximum Fee Per Combo / Multiple Event Item		\$10.00
Student Season Tickets		
Per Combo / Multiple Event Item Sold via e.Venue		\$7.50
If online Student Season Tickets is mandatory for all students		\$4.50
Renewals / Application Packages (4)		
Per Season Renewal Order or Application processed via e.Venue (Note - includes 1st payment processed)		\$7.50
Payment Plan Options		
Per additional payments processed via e.Venue		\$3.50
Online Donation Processing		
Per Transaction Value processed via e.Venue		5.0%
Minimum Fee Per Transaction		\$1.00
Maximum Fee Per Transaction		\$5.00
Electronic Transfer		
Per Single Ticket transfer processed via e.Venue		\$1.00
Electronic Returns		
Per Single Ticket returns processed via e.Venue		\$0.50
e.Check Transactions		
Per Check electronically processed		\$4.00
Electronic Ticket / Item Delivery from e.Venue and Back Office System (5)		
Per Order utilizing Print at Home		\$1.50
Per Order utilizing Patron ID Card/Device		\$1.50
e.Venue Guaranteed Minimum Annual Fee (6)		\$24,000
Integrated Ticket Market Place		
Per Total Cost to Buyer (7)		15.0%
Per Price of Membership Sold (8)		25.0%
Minimum Fee Per Membership		\$6.00
Guaranteed Minimum Annual Fees (6)		\$7,500
Web-Based Sales Terminal: 3rd party sales (9)		
Per Single, Combo, Value Item transacted through WBST		\$1.00
WBST Guaranteed Minimum Annual Fee (6)		\$10,000
NOTE: An additional fee would apply for the installation and setup of WBST.		
1 Per Ticket or Value Item Fee is based on the purchase price of each Ticket or Value Item transacted through e.Venue or Group Ticket Window, including non-ticket items such as merchandise. Zero-priced items sold will be charged the minimum fee for the item type. Value item includes gift certificate or miscellaneous item		
2 Single Ticket or Value/Misc. Item fees apply to each item within an Item Package, up to the Maximum Fee Per an Item Package		
3 Per Combo/Multiple Event Items Fee is based on the purchase price of each Combo/Multiple Event Item (including New Season or Subscription Tickets, Multiple Event Items, Mini Plans, and Designer Series) transacted through e.Venue. Fees will be applied per Combo Item, not per the number of events each combo item represents. Additional Tickets or Value Items sold in conjunction with a Combo Item will be charged at the applicable single Ticket or Value item rate.		
4 Additional Tickets or Value Items (i.e., items not being renewed) sold on application will be charged at the applicable single Ticket or Value item rate.		
5 Fees apply to orders assigning items to an electronic delivery method		
Back Office systems include Res and WBST.		
6 Minimum Annual Fee period will begin on July 1st and end on June 30th of each year, prorated from date site is implemented		
7 Fee applies to total purchase price charged to buyer including ticket price and related fees paid by buyer		
8 Applies to membership fees charged to patrons for right to purchase items on Ticket Marketplace or Suite Marketplace		
9 Applies to 3rd party inventory sold through Customer, or Customer's inventory sold through a 3rd party		

FEES AND PAYMENT TERMS

FEES	
ANNUAL HOSTING SUBSCRIPTION**	\$66,208
ANNUAL ACCESS MANAGEMENT SUBSCRIPTION	\$24,000
ANNUAL CA OVER IP SERVICE	\$5,400
ANNUAL ACCESS HARDWARE, SOFTWARE AND SERVICES	\$56,802
PAYMENT TERMS	
DUE ON Conversion (covers Conversion thru June 30, 2012	TBD based on <u>Conversion date.</u> **
DUE ON July 1, 2012	<u>\$152,410</u>
DUE ON July 1, 2013	<u>\$152,410</u>
DUE ON July 1, 2014	<u>\$152,410</u>
DUE ON July 1, 2015	<u>\$152,410</u>

**The applicable Annual Hosting Subscription fee is subject to a pro-rata reduction for services provided for a portion of the applicable period due to commencement of the hosting services (i.e. live date) in the middle of the period for the first period and/or a termination or expiration date in the middle of the period for the final period. For the avoidance of doubt, Customer will continue to pay the current Maintenance Support Fee in the amount of \$47,208 per year through Conversion to the hosting services (i.e. live date), subject to a pro-rata reduction for maintenance/support services provided for a portion of the applicable period due to termination of such services in the middle of the period as a result of such transition to hosting services.

Exhibit B
Hosted Services Addendum

Data Center and Services

- Maintenance and Support Services shall be provided in accordance with Paciolan's then current Service Policies for hosted clients.
- Paciolan shall, at its sole expense maintain a central computer facility ("Data Center") at such location as it shall deem necessary for the operation of the System.
- Paciolan's Data Center is designed to have 7x24 availability with the exception of planned downtime for System upgrades and/or periodic maintenance that will be needed to ensure effective performance of the System and corresponding applications. These activities will require the hosted solution not be available to the Customer or external users for the duration of the maintenance or upgrade activity.
- Standard periodic maintenance will generally be performed during a standard maintenance window between 12:00AM and 4:00AM, Customer local time.
- Paciolan will provide Customer 48 hours advance notice for maintenance activities that will be performed outside the standard maintenance window and which will affect System availability. Paciolan will make all reasonable efforts to accommodate Customer's system availability needs outside of the standard maintenance window.
- Paciolan will make all reasonable efforts not to disrupt Customer business operations during system upgrades and will work with Customer to determine a mutually agreeable timeframe for such upgrades.
- Paciolan is responsible for system administrative activities including the following:
 - AIX and Universe administration
 - Software maintenance
 - Hardware maintenance and upgrades as needed for Hardware owned by Paciolan
 - Reasonable backups of critical data
 - Monitoring of System availability and responsiveness

Security

- Remote System access is controlled via firewalls.
- Controlled physical access to the Data Center
- Managed System administration level access is limited to Paciolan team members.

Other Products and Services

- Secure data communications via a Paciolan-managed VPN between the customer's Local Area Network and Paciolan's Data Center. Customer is responsible for maintaining local Internet connections meeting minimum bandwidth requirements.
- Paciolan Software upgrades, if and when available, for licensed copies of the Paciolan Software hosted at the Data Center, will be provided as made generally available to hosted customers, but not more than once per year during the term of the Agreement.
- Any Third-Party software listed on the Investment Addendum for no additional charge (unless stated otherwise in the Investment Addendum)
- Support Services

For the purpose of clarity, the following additional products, services, costs and fees are not included in the basic Hosting Services:

- Third-party software not listed on the Investment Addendum, initial setup and monthly cost for frame relay connection to payment processor
- Custom programming
- Travel & related expenses
- Transaction fees set forth on the Investment Addendum attached to this Agreement.
- Additional training or consulting services requested during the term of the Agreement.

Exhibit C **PACMail Addendum**

This PACMail Addendum (“Addendum”) sets forth additional terms and conditions applicable to the license granted to the PACMAIL component of the Software and associated services. This Addendum shall be subject to the terms and conditions of the Agreement (also referred to as the Original Agreement). In the event of any conflict between this Addendum and the Agreement, this Addendum shall prevail.

1. Defined Terms.

“Advertising Materials” means the promotional and/or creative content of email messages sent under this Addendum on behalf of Customer.

“Collecting Entity” mean the entity that collects email addresses for use under this Addendum.

“E-mail” or “email” means any electronic mail transmission (whether in the form of messages and/or files) that is sent or received by Customer through use of the PACMail Software.

“Landing Zone” or “landing zone” means the mutually agreed upon data format between Customer and Paciolan with respect to fields included, data types and delimiters.

“Notice to Users” means an online notice to Users describing the practices of Customer and/or their respective vendors regarding the collection, use and disclosure of email addresses, and the Opt Out Opportunity of such User. Where required by applicable law, “Notice to Users” also means notification to the appropriate governmental registrar or entity regarding the practices of Customer and/or its agents regarding the collection, use and disclosure of email addresses.

“Opt Out Opportunity” means an effective medium by which a User can notify Customer that the User declines to participate in the practices of Customer regarding the collection, use and disclosure of email addresses.

“Privacy Rules, Regulation and Principles” means rules, regulations and principles promulgated by government entities, industry self regulatory organizations or industry overseers generally recognized in a jurisdiction in which Licensed Services are rendered with respect to the privacy, the distribution of email messages, and data protection, including, without limitation, the European Union Data Protection

Directive (Directive 95/46/EC), the United Kingdom Data Protection Act of 1998, the United States Children’s Online Privacy Protection Act of 1998, the safe harbor guidelines promulgated by the United States Department of Commerce (“DOC”), CAN-SPAM Act any future regulation or guidelines that may be adopted by the DOC, any future regulations or guidelines that may be adopted by the DOC, the Federal Trade Commission or other agency of the government of the United States with respect to privacy or data protection, and Network Advertising Initiative’s Self – Regulatory Principles for Online Preference Marketing by Network Advertisers, each as amended and supplemented from time to time; Canada’s Fighting Internet and Wireless Spam Act; and the Personal Information Protection and Electronic Documents Act.”

“User” means the person corresponding to an email address.

“User Consent” means: (i) for email addresses collected outside the United States, consent required under applicable law; and (ii) for email addresses collected in the United States means an affirmative act by the User giving Customer or its agents/vendors permission to send promotional email messages to the User. User Consent may be given at the time that the Collecting Entity collects the email address or as otherwise proscribed by applicable law. .

“Web Site” means any point of presence maintained on the Internet or on any other public data network.

2. Delivery of Licensed Services; Licenses.

(A) **Delivery.** Paciolan licenses proprietary technologies and processes to provide Customer with the “Licensed Services”, which include an Internet-based, email marketing solution that allows Customer to send email promotional messages to fans, patrons or visitors (i.e. Users). The Licensed Services will be accessible to Customer through an Internet site hosted by Paciolan at a URL to be designated by Paciolan from time to time (collectively, the “Site”).

(B) Ownership; No Implied Licenses. The Intellectual Property Rights in the “look and feel” of the Site shall be owned by Customer; provided, however, that all of the Intellectual Property Rights in the underlying software utilized in connection with the Site, including, without limitation, the PACMail component of the Paciolan Software, shall be owned exclusively by Paciolan or its licensors. All Intellectual Property Rights in the Customer Marks (as defined below), shall be owned exclusively by Customer (it being understood that Paciolan shall have the right and license to utilize and display such Customer Mark to the extent necessary to include such names, logos and other Customer content on the Site. “Intellectual Property Rights” means worldwide rights associated with (i) inventions, including patents, patent applications and statutory invention registrations or certificates of invention, (ii) trademarks, service marks, domain names, trade dress, logos, and other brand or source distinctions, including related registrations and applications for registration, (iii) works of authorship, including copyright registrations, applications therefore, and moral rights, (iv) trade secrets and know-how, (v) divisions, continuations, renewals and re-issuances of the foregoing now existing or acquired in the future, and (vi) other intellectual property rights of any type throughout the world. Except as provided with respect to Customer License in Section 1(d), nothing set forth in this Addendum shall be deemed to grant or imply any license to the Site.

(C) Customer Marks. All proposed uses by Paciolan of the Customer trademarks, trade names, logos and other brand marks (collectively the “Customer Marks”) are subject to Customer’s prior approval. Paciolan specifically acknowledges that the Customer Marks and all rights therein belong exclusively to Customer. Each page of the Site shall include an attribution to Paciolan. Paciolan reserves the right to modify this attribution from time to time during the term of this Addendum and update the attribution on the Site.

(D) Customer License. Paciolan hereby grants to Customer a non-exclusive, non-transferable license (the “Customer License”) to access and use the Site and to conduct and use the Site for Customer’s internal business purposes.

(E) License Restrictions. The Customer License shall be subject to the following restrictions: (i) Customer shall access and use the Site only for the intended uses and purposes for which the Site is designed; (ii) Customer shall not knowingly permit any person, other than its authorized employees, agents or contractors who have been assigned passwords by its

system administrator, to access the Site; (iii) Customer shall not have any access to the source code to the Site and shall not reverse engineer, reverse assemble, decompile or otherwise derive source code from the Site; (iv) the Customer shall not remove, modify or obscure any copyright, trademark, patent and other proprietary notices that appear on the Site, or during the use of such solution; and (v) except as set forth herein, the Customer shall not rent, lease or lend the Site to any third party.

3. Customer Warranties. Customer represents and warrants that: (a) Customer has the right to enter into this Addendum and fully perform the obligations herein; (b) there is no contract, commitment or agreement to which Customer is a party that conflicts with this Addendum; (c) Customer shall comply with all applicable laws (including, but not limited to, applicable Privacy Rules, Regulations and Principles); and (d) Customer has the skill and experience necessary to the perform the services contemplated by this Addendum in a professional manner. Customer further represents and warrants that: (i) Customer has all authority, by ownership, license or otherwise, to use and publish the entire content of the Advertising Materials; and (ii) Customer or its agents has the right, either by ownership or license, to use, publish and supply to Paciolan the email addresses contemplated hereunder. Customer hereby expressly disclaims any representations and warranties by Paciolan’s licensor of the Licensed Services to Customer, and all liability of such licensor to Customer.

4. Customer Responsibilities. Customer agrees to:

(A) Update Customer’s corporate web site with marketing information regarding the Site;

(B) Establish a client login button, if applicable, on Customer’s corporate web site that will transport the client (i.e. customer of Customer) to the Site;

(C) Not permit any service competitive with the Site to originate from or be accessed by the Customer’s Website;

(D) Not use the Software or services provided hereunder to promote the offerings of any third party ticketing solutions provider, except as expressly approved by Paciolan in writing; and

(E) Further ensure that its privacy policy, as may be amended from time to time, complies with all applicable state and federal laws, rules and regulations, including, without limitation, Privacy Rules, Regulation and Principles. Customer shall publish its standard

privacy policy in a prominent location on the Site for viewing by clients and shall provide adequate notice, disclosure and choice to clients regarding its collection, use and disclosure of client information.

(F) Agrees that, in connection with its use of the Licensed Services and PACMail Software and without limiting the generality of the obligations of Customer contained elsewhere herein, Customer shall ensure that (i) Customer's use of the Licensed Services and PACMail Software, including email addresses, under this Addendum will not violate any applicable Privacy Rules, Regulations or Principles, (ii) for all email addresses used by Customer under this Addendum, the User will have been given a Notice to Users and an Opt Out Opportunity, and the User will have given his or her User Consent, as appropriate for the country or residence of such User, and (iii) Customer will not send unlawful or unsolicited email (commonly known as "spam" or "junk" mail).

(G) Conduct business in a manner which reflects favorably at all times on the goodwill and reputation of Paciolan, and will avoid deceptive, misleading and unethical practices.

5. **Additional Terms.** In the event that Paciolan becomes aware of or believes in Paciolan's reasonable judgment, based on Paciolan's information from carriers of email messages or other industry self regulatory organization or other industry overseer, that any email activity delivery by Paciolan or Customer for Customer under this Addendum includes messages to Users in violation of the terms of this Addendum, Paciolan shall have the right to take any and all of the actions described below in this section until such time as Paciolan can confirm the compliance of Customer with this Addendum. Paciolan will immediately notify Customer of such noncompliance and allow Customer to join the actions to confirm such compliance. In the event that Paciolan determines, after consultation with Customer, that email activity included messages to Users in violation of this Addendum, then: (a) Paciolan may cease further email activity for the particular mailing upon notice to Customer; (b) Paciolan may cease to service Customer until such time as Paciolan reasonably assures itself that Customer's information and email messages are and will continue to comply with this Addendum; (c) if Paciolan believes, in its sole discretion and reasonable judgment, that as a result of continued services to Customer, Paciolan may be restricted from distributing emails over certain networks or be "blacklisted" by an industry self regulatory organization or other industry overseers, Paciolan may cease to provide any further service to Customer until such time as Paciolan can be reasonably

assured that, by continued services to Customer, such industry self regulatory organization or other industry overseer will not restrict Paciolan from distributing emails over certain networks, blacklist Paciolan or otherwise interrupt service to or from Paciolan. Paciolan and Customer will work diligently to resolve any issues in this area to the benefit of all parties. Paciolan shall not have any right to discontinue the services hereunder if such restriction or blacklisting is a result of anything other than Paciolan's service to Customer (e.g. for Paciolan's services to its other customers, or for general trends among privacy interest groups). If during any six (6) month period, the actions or failures of Customer give rise to the right of Paciolan with respect to three (3) separate campaigns to rightfully discontinue services pursuant to this Addendum, Paciolan shall have the right to provide Customer with a non-service notice, which notice shall inform Customer that it has thirty (30) days to provide to Paciolan a written plan to remedy the failures as described above (a "Remedy Plan"). In the event that (a) Paciolan does not receive a Remedy Plan, or (b) during the ninety (90) days following receipt of the Remedy Plan another action or failure of Customer gives rise to the right of Paciolan to discontinue services with respect to Customer pursuant to this Addendum, Paciolan shall have the right to provide Customer with a non-service termination notice, which notice shall inform Customer that it has thirty (30) days from such notice to notify Paciolan of Customer election to either commence self services of the product (such self service to commence within 180 days of the notice or such other date as the parties may determine), or terminate this Addendum. In the event of termination of this Addendum pursuant to this section, Paciolan will continue to service opt-in clients of Customer 180 days from notice by Customer of its election to terminate.

6. **Indemnification.** Customer shall defend and indemnify Paciolan and its parents, subsidiaries, and their officers, directors, employees and agents and their successors and assigns (collectively, for purposes of this section, “Paciolan’s Indemnitees”) against, and hold Paciolan’s Indemnitees harmless from, any and all claims, actions, damages, expenses (including court costs and reasonable legal fees), obligations, losses, liabilities and liens, imposed on, incurred by, or asserted against Paciolan’s Indemnitees occurring as a result of, or in connection with: (i) any breach under this Addendum by Customer or any of its officers,

directors, employees and agents; (ii) use of the Services; (iii) use of the Site; or (iv) Customer’s use of customer data.

7. **Termination.** Paciolan may terminate this Addendum at any time for convenience with a five (5) month advance written notice to Customer.

AGREEMENT ADDENDUM

In the event of conflict between this addendum and the agreement, this addendum shall control:

1. **DISPUTES** - Any references in the agreement to arbitration or to the jurisdiction of any court are hereby deleted. Disputes arising out of the agreement shall be presented to the West Virginia Court of Claims.
2. **HOLD HARMLESS** - Any provision requiring the Agency to indemnify or hold harmless any party is hereby deleted in its entirety.
3. **GOVERNING LAW** - The agreement shall be governed by the laws of the State of West Virginia. This provision replaces any references to any other State's governing law.
4. **TAXES** - Provisions in the agreement requiring the Agency to pay taxes are deleted. As a State entity, the Agency is exempt from Federal, State, and local taxes and will not pay taxes for any Vendor including individuals, nor will the Agency file any tax returns or reports on behalf of Vendor or any other party.
5. **PAYMENT** - Any references to prepayment are deleted. Payment will be in arrears.
6. **INTEREST** - Any provision for interest or charges on late payments is deleted. The Agency has no statutory authority to pay interest or late fees.
7. **NO WAIVER** - Any language in the agreement requiring the Agency to waive any rights, claims or defenses is hereby deleted.
8. **FISCAL YEAR FUNDING** - Service performed under the agreement may be continued in succeeding fiscal years for the term of the agreement, contingent upon funds being appropriated by the Legislature or otherwise being available for this service. In the event funds are not appropriated or otherwise available for this service, the agreement shall terminate without penalty on June 30. After that date, the agreement becomes of no effect and is null and void. However, the Agency agrees to use its best efforts to have the amounts contemplated under the agreement included in its budget. Non-appropriation or non-funding shall not be considered an event of default.
9. **STATUTE OF LIMITATION** - Any clauses limiting the time in which the Agency may bring suit against the Vendor, lessor, individual, or any other party are deleted.
10. **SIMILAR SERVICES** - Any provisions limiting the Agency's right to obtain similar services or equipment in the event of default or non-funding during the term of the agreement are hereby deleted.
11. **FEES OR COSTS** - The Agency recognizes an obligation to pay attorney's fees or costs only when assessed by a court of competent jurisdiction. Any other provision is invalid and considered null and void.
12. **ASSIGNMENT** - Notwithstanding any clause to the contrary, the Agency reserves the right to assign the agreement to another State of West Virginia agency, board or commission upon thirty (30) days written notice to the Vendor and Vendor shall obtain the written consent of Agency prior to assigning the agreement.
13. **LIMITATION OF LIABILITY** - The Agency, as a State entity, cannot agree to assume the potential liability of a Vendor. Accordingly, any provision limiting the Vendor's liability for direct damages to a certain dollar amount or to the amount of the agreement is hereby deleted. Limitations on special, incidental or consequential damages are acceptable. In addition, any limitation is null and void to the extent that it precludes any action for injury to persons or for damages to personal property.
14. **RIGHT TO TERMINATE** - Agency shall have the right to terminate the agreement upon thirty (30) days written notice to Vendor. Agency agrees to pay Vendor for services rendered or goods received prior to the effective date of termination.
15. **TERMINATION CHARGES** - Any provision requiring the Agency to pay a fixed amount or liquidated damages upon termination of the agreement is hereby deleted. The Agency may only agree to reimburse a Vendor for actual costs incurred or losses sustained during the current fiscal year due to wrongful termination by the Agency prior to the end of any current agreement term.
16. **RENEWAL** - Any reference to automatic renewal is deleted. The agreement may be renewed only upon mutual written agreement of the parties.
17. **INSURANCE** - Any provision requiring the Agency to purchase insurance for Vendor's property is deleted. The State of West Virginia is insured through the Board of Risk and Insurance Management, and will provide a certificate of property insurance upon request.
18. **RIGHT TO NOTICE** - Any provision for repossession of equipment without notice is hereby deleted. However, the Agency does recognize a right of repossession with notice.
19. **ACCELERATION** - Any reference to acceleration of payments in the event of default or non-funding is hereby deleted.
20. **CONFIDENTIALITY** - Any provision regarding confidentiality of the terms and conditions of the agreement is hereby deleted. State contracts are public records under the West Virginia Freedom of Information Act.
21. **AMENDMENTS** - All amendments, modifications, alterations or changes to the agreement shall be in writing and signed by both parties. No amendment, modification, alteration or change may be made to this addendum without the express written approval of the Purchasing Division and the Attorney General.

ACCEPTED BY:

STATE OF WEST VIRGINIA

Spending Unit:

Signed:

Title:

Date:



Carol W. Stew

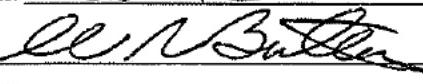
Associate Director

Carol W. Stew

10/12/11

VENDOR

Company Name: Paciolan, Inc.

Signed: 
Ben Butler

Title: CEO

Date: 10/17/11

West Virginia University

Purchase Change Request

FY	Buyer	Date	Acct #	P. O Date	Order #
12	L	6/24/2011	Various	9/23/1999	201048

Document		Purpose of Change (Check boxes applicable)			
<input type="checkbox"/>	Requisition (Cancellation Only)	<input type="checkbox"/>	Cancellation	<input type="checkbox"/>	Error in Total Amount
<input type="checkbox"/>	Regular Purchase Order	<input checked="" type="checkbox"/>	Increase/Decrease	<input type="checkbox"/>	Change of Account
<input type="checkbox"/>	Contract Purchase Order	<input type="checkbox"/>	Unused Balance(\$25.00 Maximum)	<input type="checkbox"/>	Change of Vendor Name/ Address
<input type="checkbox"/>	Open End Contract Purchase Order	<input type="checkbox"/>	Freight	<input type="checkbox"/>	Other
<input checked="" type="checkbox"/>	Agreement	<input type="checkbox"/>	Renewal	<input type="checkbox"/>	Extension Error
<input type="checkbox"/>		<input type="checkbox"/>		<input type="checkbox"/>	

Vendor Name, Address, FEIN, Phone #	Spending Unit Name & Address
Paciolan, Inc. 5171 California Avenue Irvine, CA 92617	West Virginia University Department of Intercollegiate Athletics PO Box 0877 Morgantown, WV 26507

Item#	Quantity	Unit M	Description	Unit Price	Extended Price
			<p>Change Order # <u>22</u></p> <p>PLEASE REVISE ORIGINAL PURCHASE ORDER AS FOLLOWS:</p> <p>To amend the agreement as per the attached pages.</p> <p>Effective Date: June 20, 2011</p>		

Reason for Change: To amend the agreement as per the attached.	Previous Total: \$ <u>Open End</u>
	Increase \$ <u> </u>
	Decrease \$ <u> </u>
	New Total \$ <u>Open End</u>

Funding Paragraph

Approved

Service performed under this contract is to be continued in the succeeding fiscal year contingent upon funds being appropriated by the Legislature for this service. In the event funds are not appropriated for this service, this contract becomes of no effect and is null and void after June 30.

Jonita L. Thompson 6-24-11
 Procurement Officer Date

James Bennett 6-24-11
 Procurement Officer Date

**AMENDMENT NO.2 TO
SYSTEM PURCHASE CONTRACT**

This Amendment No. 2 ("Amendment") to that certain System Purchase Contract dated as of July 1, 2009, as amended ("Original Agreement"), is entered into effective as of July 1, 2011 ("Amendment Effective Date") by and between Paciolan, Inc., a Delaware corporation ("Paciolan") and The West Virginia University Board of Governors on behalf of West Virginia University, a public body politic and corporate and a political subdivision of the State of West Virginia ("Customer").

Background

Paciolan and Customer desire to further amend and supplement the Original Agreement as specified below in order to provide Customer with additional Hardware, Software and Professional Services, subject to all terms and conditions herein.

In consideration of the foregoing and other good and valuable consideration, the receipt of which is hereby acknowledged, the parties hereto agree to amend the Original Agreement as follows.

Original Agreement Amendments

1. **Supplemental Investment Addenda.** There is hereby added to the Investment Addenda to the Original Agreement, the Supplemental Investment Addendum attached hereto as **Exhibit A.** The Supplemental Investment Addendum: (i) supplements the Investment Addenda to the Original Agreement, (ii) contains the listing of new Hardware, Software and Professional Services being provided to Customer under this Amendment, subject to the terms and conditions of the Original Agreement; (iii) sets forth the associated costs and fees applicable thereto, which shall be due and payable per the terms of the Original Agreement, as amended by this Amendment; and (iv) amends, restates and supplements the transaction fees and periodic fees set forth in the Original Agreement. Customer shall pay to Paciolan the periodic subscription and transaction fees set forth in the Supplemental Investment Addendum attached hereto as **Exhibit A** in accordance with and by the due dates as set forth therein, subject to the payment terms under the Original Agreement. Acceptance by Customer of the Access Management Hardware, Software and Professional Services will be deemed to have occurred as soon as such Hardware and Software is installed, implemented, tested and declared operational by Customer but no later than thirty (30) days following the first transaction processed by such Software, upon the occurrence of either of which, Customer shall provide Paciolan with a certificate of acceptance.

2. **Term.** Section 2(A) of the Original Agreement shall be amended and restated in its entirety as follows:

"The term of this Agreement shall begin on the Effective Date and continue until June 30, 2016 ("Initial Term") and shall automatically renew for subsequent five (5) year periods (each a "Renewal Term") under the then current terms unless either party notifies the other in writing at least ninety (90) days prior to end of the Initial Term or the then-applicable Renewal Term, as applicable, of its intent not to renew this Agreement for a subsequent term. The Initial Term, together with any Renewal Terms, is referred to herein as the "Term". For any Renewal Term, Paciolan shall be entitled to increase or otherwise adjust its fees charged under this Agreement upon notice to Customer delivered at least one hundred twenty (120) days prior to the commencement of the applicable Renewal Term. In the event Customer does not accept such a fee increase or other adjustment prior to the commencement of the applicable Renewal Term, this Agreement shall terminate on the expiration date of the then-current operative period."

All exhibits attached hereto are incorporated herein by reference. Except as amended by this Amendment, all other terms and conditions set forth in the Original Agreement shall remain in full force and effect. If there is any conflict between the terms of this Amendment and the Original Agreement, then the terms of this Amendment shall prevail.

IN WITNESS WHEREOF, the parties have caused this Amendment to be executed and do each hereby represent that their respective signatory whose signature appears below has been and is on the Amendment Effective Date duly authorized by all necessary and appropriate corporate action to execute this Amendment.

PACIOLAN, INC.

Signature:



Name:

David R. Butler

Title:

President/CEO

Date:

6/20/11

WEST VIRGINIA UNIVERSITY

Signature:



Name:

A. James Bennett

Title:

Assoc. Dir Procurement

Date:

6-24-11

EXHIBIT A
Supplemental Investment Addendum

Access Management	
Qty	Description
Hardware	
80	Handheld scanner kits
80	Janam XM66W Mobile Computer
80	3760mAh 3.7V Extended Battery w/Enclosure
1	USB Cable Cup & Cable
0	1800mAh battery spare
1	1-slot serial cradle Kit - includes power supply, line cord, & communication cable
20	4-slot serial charging cradle kit - includes power supply & line cord - communication cable available as add-on
14	Janam Six-Bay battery charging station (holds 6 batteries) - includes power supply & DC power connector
80	Neck strap
10	Access Point kits -- To Be Installed by Customer
1	Access server
Software	
Access Management software licenses	
80	AM Handheld software license fee
1	Microsoft SQL Server Standard Edition Processor License
1	AntiVirus Software
1	Remote Software Support
85	Microsoft Windows Device CAL (Minimum of 5)
Professional Services	
30	Day(s), Implementation Services Pre-Install Site Visit/Assessment Project Management & Planning System Installation & Testing Consulting and Training Event Support
Annual Fees	
Annual Subscription Fee	
	\$ 24,000
Annual Hardware, Software and Professional Services Fee (beginning in Year 2)	
	\$ 56,802
* Notes:	<ul style="list-style-type: none"> - <i>Estimate does not include travel and expenses, which will be billed separately.</i> - Quoted amounts are estimates based on preliminary Customer scoping data and Paciolan site assessment visit if it has occurred. Revisions may be applicable based on the site evaluation and/or additional Ticketing/Operations/IT context details finalized during implementation planning. - For functionality using cards with magnetic stripes or barcodes, solution costs may increase for unplanned requirements related to new/unique data retrieval formats from card information, specialized operating procedures, and/or custom processes with patron data import or ticket delivery. - Scope of work is completed in phases for multi-venue/multi-activity implementations. - Target Go-Live dates and on-site event support are subject to mutual agreement and Paciolan availability. - Customer will provide venue infrastructure for proper installation, operation, and storage of equipment, and for data network connectivity to user locations. This may require Customer to procure and install other necessary data cabling, electrical wiring, conduit, switches /routers/hubs, firewalls, etc. - Customer will install included wireless network equipment at mutually agreed locations to ensure sufficient signal coverage. Assembly and positioning of access points & antenna kits will be directed by Paciolan during system implementation. Otherwise, if Customer has elected to supply and manage all wireless network components, the wireless configuration must provide suitable signal coverage and system connectivity. - Paciolan installs, supports, services, and warrants the reliability and performance of the Access Management solution only with system hardware and software configurations supplied by Paciolan. The system is delivered with components setup for single-purpose use. In order to assure compatibility, any equipment or system configurations from other sources must be endorsed in advance by Paciolan. Installation and troubleshooting support for components, setups, or alternative uses not supplied by Paciolan will be limited and may incur additional costs.

TRANSACTION FEES		
Description		7/1/11 - 6/30/16
Single Ticket or Value/Misc. Item (1)		
Per Price of Ticket or Value/Misc. Item Sold via e.Venue, GTW		8.8%
Minimum Fee Per Ticket or Value/Misc. Item		\$0.50
Maximum Fee Per Ticket or Value/Misc. Item		\$4.00
Item Packages (2)		
Maximum Fee Per an Item Package		\$30.00
New Combo / Multiple Event Items / Season Tickets (3)		
Per Price of Combo / Multiple Event Item Sold via e.Venue		8.8%
Minimum Fee Per Combo / Multiple Event Item		\$2.00
Maximum Fee Per Combo / Multiple Event Item		\$10.00
Student Season Tickets		
Per Combo / Multiple Event Item Sold via e.Venue		\$7.50
If online Student Season Tickets is mandatory for all students		\$4.50
Renewals / Application Packages (4)		
Per Season Renewal Order or Application processed via e.Venue (Note - includes 1st payment processed)		\$7.50
Payment Plan Options		
Per additional payments processed via e.Venue		\$3.50
Online Donation Processing		
Per Transaction Value processed via e.Venue		5.0%
Minimum Fee Per Transaction		\$1.00
Maximum Fee Per Transaction		\$5.00
Electronic Transfer		
Per Single Ticket transfer processed via e.Venue		\$1.00
Electronic Returns		
Per Single Ticket returns processed via e.Venue		\$0.50
e.Check Transactions		
Per Check electronically processed		\$4.00
Electronic Ticket / Item Delivery from e.Venue and Back Office System (5)		
Per Order utilizing Print at Home		\$1.50
Per Order utilizing Patron ID Card/Device		\$1.50
e.Venue Guaranteed Minimum Annual Fee (6)		\$24,000
Integrated Ticket Market Place		
Per Total Cost to Buyer (7)		15.0%
Per Price of Membership Sold (8)		25.0%
Minimum Fee Per Membership		\$6.00
Guaranteed Minimum Annual Fees (6)		\$7,500
Web-Based Sales Terminal: 3rd party sales (9)		
Per Single, Combo, Value Item transacted through WBST		\$1.00
WBST Guaranteed Minimum Annual Fee (6)		\$10,000
NOTE: An additional fee would apply for the installation and setup of WBST.		
1 Per Ticket or Value Item Fee is based on the purchase price of each Ticket or Value Item transacted through e.Venue or Group Ticket Window, including non-ticket items such as merchandise. Zero-priced items sold will be charged the minimum fee for the item type. Value item includes gift certificate or miscellaneous item.		
2 Single Ticket or Value/Misc. Item fees apply to each item within an Item Package, up to the Maximum Fee Per an Item Package.		
3 Per Combo/Multiple Event Items Fee is based on the purchase price of each Combo/Multiple Event Item (including New Season or Subscription Tickets, Multiple Event Items, Mini Plans, and Designer Series) transacted through e.Venue. Fees will be applied per Combo Item, not per the number of events each combo item represents. Additional Tickets or Value Items sold in conjunction with a Combo Item will be charged at the applicable single Ticket or Value Item rate.		
4 Additional Tickets or Value Items (i.e., items not being renewed) sold on application will be charged at the applicable single Ticket or Value Item rate.		
5 Fees apply to orders assigning items to an electronic delivery method. Back Office systems include iRes and WBST.		
6 Minimum Annual Fee period will begin on July 1st and end on June 30th of each year, prorated from date site is implemented.		
7 Fee applies to total purchase price charged to buyer including ticket price and related fees paid by buyer		
8 Applies to membership fees charged to patrons for right to purchase items on Ticket Marketplace or Suite Marketplace		
9 Applies to 3rd party inventory sold through Pacioalan client, or client's inventory sold through a 3rd party		

FEES AND PAYMENT TERMS

FEES	
ANNUAL ACCESS HARDWARE, SOFTWARE AND SERVICES	\$56,802
ANNUAL ACCESS SUBSCRIPTION FEE**	\$24,000
ANNUAL CA OVER IP SERVICE (to be billed quarterly)	\$5,400
ANNUAL MAINTENANCE SERVICE PROGRAM*	\$47,208
PAYMENT TERMS	
DUE ON July 1, 2011	<u>\$24,000</u> **
DUE ON July 1, 2011 and quarterly thereafter through term of Agreement	<u>\$1,350</u>
DUE ON July 1, 2011	<u>\$47,208</u>
DUE ON July 1, 2012	<u>\$128,010</u>
DUE ON July 1, 2013	<u>\$128,010</u>
DUE ON July 1, 2014	<u>\$128,010</u>
DUE ON July 1, 2015	<u>\$128,010</u>

*To be billed annually in advance and subject to an annual increase.

**The Annual Access Subscription Fee is subject to a pro-rata reduction for services provided for a portion of the applicable period due to commencement of the Access Management Service (i.e. live date) in the middle of the period for the first period.

West Virginia University

Purchase Change Request

West Virginia University		FY	Buyer	Date	Acct #	P. O Date	Order #
Purchase Change Request		11	R	7/21/2010	VARIOUS	9/23/1999	201048
<input type="checkbox"/> Requisition (Cancellation Only) <input type="checkbox"/> Regular Purchase Order <input type="checkbox"/> Contract Purchase Order <input checked="" type="checkbox"/> Open End Contract Purchase Order <input type="checkbox"/> Agreement		Purpose of Change (Check boxes applicable) <input checked="" type="checkbox"/> Cancellation <input checked="" type="checkbox"/> Increase/Decrease <input type="checkbox"/> Unused Balance(\$25.00 Maximum) <input type="checkbox"/> Freight <input type="checkbox"/> Renewal <input type="checkbox"/> Extension Error <input type="checkbox"/> Error in Total Amount <input type="checkbox"/> Change of Account <input type="checkbox"/> Change of Vendor Name/ Address <input type="checkbox"/> Other					
Vendor Name, Address, FEIN, Phone # Paciolan, Inc 5171 California Avenue Irvine, CA 92617				Spending Unit Name & Address West Virginia University Department of Intercollegiate Athletics PO Box 0877 Morgantown, WV 26507			
Item#	Quantity	Unit M	Description			Unit Price	Extended Price
			Change Order # <u>21</u> PLEASE AMEND CONTRACT AS FOLLOWS: To amend the agreement as per the attached pages. EFFECTIVE DATE: JULY 1, 2010				OPEN END
Reason for Change: To incorporate Support Fee Schedule Effective July 1, 2010				Previous Total: \$ <u>OPEN END</u> Increase \$ <u>0</u> Decrease \$ <u>0</u> New Total \$ <u>OPEN END</u>			

Funding Paragraph

Service performed under this contract is to be continued in the succeeding fiscal year contingent upon funds being appropriated by the Legislature for this service. In the event funds are not appropriated for this service, this contract becomes of no effect and is null and void after June 30.

Barbara Rowan 7-21-10

Annotated

Procurement Officer

Approved
R.E.
Approved

21 Juillet 2017

Date _____

Approved

Chief Procurement Officer

Date

WVU FOIA #19125-060

WVU FOIA #19209-066

Support Fee Schedule

Customer No: 17

Customer: West Virginia University- Athletics

Support Term: July 1, 2010 through June 30, 2011 or the Termination of the Master Agreement, whichever should occur first.

Service Program and Quarterly Service Charge:

Basic + Consulting	\$11,240.00
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Licenses UniVerse (concurrent) Users: 24

Covered Hardware Products:

As set forth in the Paciolan Services Policies

Covered Software Products:

t.Credit -Dial, Accounts Receivable, t.Res, t.Fund

Signatures:

The following are the signatures of representatives of PACIOLAN and CUSTOMER who have legal authority to bind their respective organizations and by signing have consummated this contract:

Paciolan

By:



Name: Linda Reimer

Title: V.P., Client Support and Consulting

Date: June 22, 2010

West Virginia Univ.- Athletics

Name: Barbara Rowan

Title: Deputy Director of Athletics

Date: 6-25-10

Name: Barbara Rowan
Title: Contract Specialist
WVEOLA #19125-061

WVUEOLA #19209-067

AGREEMENT ADDENDUM

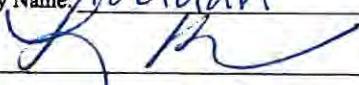
In the event of conflict between this addendum and the agreement, this addendum shall control:

1. **DISPUTES** - Any references in the agreement to arbitration or to the jurisdiction of any court are hereby deleted. Disputes arising out of the agreement shall be presented to the West Virginia Court of Claims.
2. **HOLD HARMLESS** - Any clause requiring the Agency to indemnify or hold harmless any party is hereby deleted in its entirety.
3. **GOVERNING LAW** - The agreement shall be governed by the laws of the State of West Virginia. This provision replaces any references to any other State's governing law.
4. **TAXES** - Provisions in the agreement requiring the Agency to pay taxes are deleted. As a State entity, the Agency is exempt from Federal, State, and local taxes and will not pay taxes for any Vendor including individuals, nor will the Agency file any tax returns or reports on behalf of Vendor or any other party.
5. **PAYMENT** - Any references to prepayment are deleted. Payment will be in arrears.
6. **INTEREST** - Should the agreement include a provision for interest on late payments, the Agency agrees to pay the maximum legal rate under West Virginia law. All other references to interest or late charges are deleted.
7. **RECOUPMENT** - Any language in the agreement waiving the Agency's right to set-off, counterclaim, recoupment, or other defense is hereby deleted.
8. **FISCAL YEAR FUNDING** - Service performed under the agreement may be continued in succeeding fiscal years for the term of the agreement, contingent upon funds being appropriated by the Legislature or otherwise being available for this service. In the event funds are not appropriated or otherwise available for this service, the agreement shall terminate without penalty on June 30. After that date, the agreement becomes of no effect and is null and void. However, the Agency agrees to use its best efforts to have the amounts contemplated under the agreement included in its budget. Non-appropriation or non-funding shall not be considered an event of default.
9. **STATUTE OF LIMITATION** - Any clauses limiting the time in which the Agency may bring suit against the Vendor, lessor, individual, or any other party are deleted.
10. **SIMILAR SERVICES** - Any provisions limiting the Agency's right to obtain similar services or equipment in the event of default or non-funding during the term of the agreement are hereby deleted.
11. **ATTORNEY FEES** - The Agency recognizes an obligation to pay attorney's fees or costs only when assessed by a court of competent jurisdiction. Any other provision is invalid and considered null and void.
12. **ASSIGNMENT** - Notwithstanding any clause to the contrary, the Agency reserves the right to assign the agreement to another State of West Virginia agency, board or commission upon thirty (30) days written notice to the Vendor and Vendor shall obtain the written consent of Agency prior to assigning the agreement.
13. **LIMITATION OF LIABILITY** - The Agency, as a State entity, cannot agree to assume the potential liability of a Vendor. Accordingly, any provision limiting the Vendor's liability for direct damages to a certain dollar amount or to the amount of the agreement is hereby deleted. Limitations on special, incidental or consequential damages are acceptable. In addition, any limitation is null and void to the extent that it precludes any action for injury to persons or for damages to personal property.
14. **RIGHT TO TERMINATE** - Agency shall have the right to terminate the agreement upon thirty (30) days written notice to Vendor. Agency agrees to pay Vendor for services rendered or goods received prior to the effective date of termination.
15. **TERMINATION CHARGES** - Any provision requiring the Agency to pay a fixed amount or liquidated damages upon termination of the agreement is hereby deleted. The Agency may only agree to reimburse a Vendor for actual costs incurred or losses sustained during the current fiscal year due to wrongful termination by the Agency prior to the end of any current agreement term.
16. **RENEWAL** - Any reference to automatic renewal is hereby deleted. The agreement may be renewed only upon mutual written agreement of the parties.
17. **INSURANCE** - Any provision requiring the Agency to insure equipment or property of any kind and name the Vendor as beneficiary or as an additional insured is hereby deleted.
18. **RIGHT TO NOTICE** - Any provision for repossession of equipment without notice is hereby deleted. However, the Agency does recognize a right of repossession with notice.
19. **ACCELERATION** - Any reference to acceleration of payments in the event of default or non-funding is hereby deleted.
20. **CONFIDENTIALITY**: -Any provision regarding confidentiality of the terms and conditions of the agreement is hereby deleted. State contracts are public records under the West Virginia Freedom of Information Act.
21. **AMENDMENTS** - All amendments, modifications, alterations or changes to the agreement shall be in writing and signed by both parties. No amendment, modification, alteration or change may be made to this addendum without the express written approval of the Purchasing Division and the Attorney General.

ACCEPTED BY:
STATE OF WEST VIRGINIA

Spending Unit: Intercollegiate Athletics
Signed: 
Title: Deputy Director of Athletics
Date: 6-25-10
Name: Barbara Rowan
Contract Specialist 7-21-10

VENDOR

Company Name: Davidian
Signed: 
Title: SR. DIRECTOR OF CUSTOMER SUPPORT
Date: 6/24/2010

**West Virginia University
Purchase Change Request**

FY 10	Buyer T	Date 5/10/10	Acct # P2367	P. O Date 9/23/99	Order # 201048
Document		Purpose of Change (Check boxes applicable)			
<input type="checkbox"/> Requisition (Cancellation Only) <input type="checkbox"/> Regular Purchase Order <input type="checkbox"/> Contract Purchase Order <input checked="" type="checkbox"/> Open End Contract Purchase Order <input checked="" type="checkbox"/> Agreement		<input type="checkbox"/> Cancellation <input type="checkbox"/> Increase/Decrease <input type="checkbox"/> Unused Balance (\$25.00 Maximum) <input type="checkbox"/> Freight <input type="checkbox"/> Renewal <input type="checkbox"/> Extension Error			
		<input type="checkbox"/> Error in Total Amount <input type="checkbox"/> Change of Account <input checked="" type="checkbox"/> Change of Vendor Name/Address <input checked="" type="checkbox"/> Other			

Vendor Name, Address, FEIN, Phone #

Paciolan, Inc.
5171 California Avenue
Suite 200
Irvine, CA 92617

Spending Unit Name & Address

West Virginia University
Department of Intercollegiate Athletics
PO Box 0877
Morgantown, WV 26507

Item#	Quantity	Unit M	Description	Unit Price	Extended Price
			<p>Change Order # <u>20</u></p> <p>PLEASE AMEND CONTRACT AS FOLLOWS:</p> <p>To amend the agreement per the attached pages.</p> <p>EFFECTIVE DATE: May 1, 2010</p>		

Reason for Change: To amend agreement.	Previous Total \$ <u>Open End</u> Increase \$ _____ Decrease \$ _____ New Total \$ <u>Open End</u>
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Funding Paragraph

Service performed under this contract is to be continued in the succeeding fiscal year contingent upon funds being appropriated by the Legislature for this service. In the event funds are not appropriated for this service, this contract becomes of no effect and is null and void after June 30.

Approved

Roy Caudle
Chief Procurement Officer

WVU FOIA #19125-063
Date
WVU FOIA #19209-069

**AMENDMENT NO.1 (CHANGE ORDER # 20) TO
SYSTEM PURCHASE CONTRACT (WVU ORDER # 201048)**

This Amendment No. 1 (Change Order # 20) ("Amendment") to that certain System Purchase Contract dated as of July 1, 2009 (West Virginia University Order Number 201048 dated 9/23/99) ("Original Agreement"), is entered into effective as of May 1, 2010 ("Amendment Effective Date") by and between Paciolan, Inc., a Delaware corporation ("Paciolan") and The West Virginia University Board of Governors on behalf of West Virginia University, a public body politic and corporate and a political subdivision of the State of West Virginia ("Customer").

Background

Paciolan and Customer desire to further amend and supplement the Original Agreement as specified below in order to provide additional Hardware, Software and Professional Services, subject to all terms and conditions herein.

In consideration of the foregoing and other good and valuable consideration, the receipt of which is hereby acknowledged, the parties hereto agree to amend the Original Agreement as follows.

Original Agreement Amendments

1. **Supplemental Investment Addenda.** There is hereby added to the Investment Addendum to the Original Agreement, the Supplemental Investment Addendum attached hereto shall be added to the Original Agreement as **Exhibit D.** The Supplemental Investment Addendum supplements the applicable Investment Addendum to the Original Agreement and contains (i) the listing of new Hardware, Software and Professional Services being provided to Customer under this Amendment, all as listed in the Supplemental Investment Addendum and (ii) the fees to be paid by Customer. Customer shall pay to Paciolan the fees set forth in the Supplemental Investment Addendum in accordance with the Original Agreement, as amended by this Amendment.

2. **Opening Paragraph.** The following clause in the opening paragraph of the Original Agreement is hereby deleted: ", a wholly owned subsidiary of Ticketmaster New Ventures Holdings, Inc.",.

3. **Exclusive Use.** The following clause in Section 3(D) of the Original Agreement is hereby deleted: "Except with respect to Ticketmaster, LLC or any of its subsidiaries or parent entities,".

4. **Notices.** The following clause in Section 17(A) of the Original Agreement is hereby deleted: "provided that, with respect to Paciolan, a copy shall be provided to: Ticketmaster L.L.C., 8800 West Sunset Boulevard, West Hollywood, CA 90069-2117, Attn: General Counsel."

All exhibits attached hereto are incorporated herein by reference. Except as amended by this Amendment, all other terms and conditions set forth in the Original Agreement shall remain in full force and effect. If there is any conflict between the terms of this Amendment and the Original Agreement, then the terms of this Amendment shall prevail.

IN WITNESS WHEREOF, the parties have caused this Amendment to be executed and do each hereby represent that their respective signatory whose signature appears below has been and is on the Amendment Effective Date duly authorized by all necessary and appropriate corporate action to execute this Amendment.

PACIOLAN, INC.

Signature: D.R. Butler
Name: David R. Butler
Title: President / CEO
Date: 5/4/10

WEST VIRGINIA UNIVERSITY

Signature: Phil Charnock
Name: Philip Charnock
Title: Chief Procurement Officer
Date: 10 May 2010

EXHIBIT D

Supplemental Investment Addendum

WVU Amendment (CA over IP) 041515 PAC Edits

3 of 4

WVU FOIA #19125-066
WVU FOIA #19209-072

FEES	
HARDWARE	\$1,000
SOFTWARE	\$600
PROFESSIONAL SERVICES	<u>\$4,000</u>
TOTAL	\$5,600
CA over IP Service Charge*	\$1,350
PAYMENT TERMS	
DUE on the Amendment Effective Date	<u>\$6,950</u>
Due on the first day of each calendar quarter thereafter	<u>\$1,350</u>
*To Be Billed Quarterly Payable in Advance Subject to a pro-rata reduction for services provided for a portion of a quarter.	

West Virginia University

Purchase Change Request

FY	Buyer	Date	Acct #	P. O Date	Order #
10	T	9/9/09	P2367	9/23/99	201048
Document <input type="checkbox"/> Requisition (Cancellation Only) <input type="checkbox"/> Regular Purchase Order <input type="checkbox"/> Contract Purchase Order <input type="checkbox"/> Open End Contract Purchase Order <input checked="" type="checkbox"/> Agreement		Purpose of Change (Check boxes applicable) <input type="checkbox"/> Cancellation <input type="checkbox"/> Increase/Decrease <input type="checkbox"/> Unused Balance(\$25.00 Maximum) <input type="checkbox"/> Freight <input type="checkbox"/> Renewal <input type="checkbox"/> Extension Error <input type="checkbox"/> Error in Total Amount <input type="checkbox"/> Change of Account <input checked="" type="checkbox"/> Change of Vendor Name/ Address <input type="checkbox"/> Other			

Vendor Name, Address, FEIN, Phone

Paciolan, Inc.
5171 California Avenue
Suite 200
Irvine, CA 92617

Spending Unit Name & Address

West Virginia University
Department of Intercollegiate Athletics
PO Box 0877
Morgantown, WV 26507

Item#	Quantity	Unit M	Description	Unit Price	Extended Price
			Change Order # 19 PLEASE AMEND CONTRACT AS FOLLOWS: The attached agreement supercedes the Original Agreement per the attached pages. Term of Agreement: March 10, 1999 to June 30, 2015		

Reason for Change:

To incorporate new agreement into the contract.

Previous Total \$	Open End
Increase \$	
Decrease \$	
New Total \$	Open End

Funding Paragraph

Service performed under this contract is to be continued in the succeeding fiscal year contingent upon funds being appropriated by the Legislature for this service. In the event funds are not appropriated for this service, this contract becomes of no effect and is null and void after June 30.

Approved

Ralph Carnes (July 2009)
 Chief Procurement Officer WVU FOIA #19125-068^{late}

WVU FOIA #19209-074

SYSTEM PURCHASE CONTRACT

Made this 1st day of July, 2009 ("Effective Date") by and between **PACIOLAN, INC.**, a wholly owned subsidiary of Ticketmaster New Ventures Holdings, Inc., with a principal place of business at 5171 California Avenue, Suite 200, Irvine, CA 92617 ("Paciolan") and The West Virginia University Board of Governors on behalf of West Virginia University, a public body politic and corporate and a political subdivision of the State of West Virginia with a principal place of business at Morgantown, West Virginia ("Customer").

WHEREAS, Paciolan and Customer entered into that certain System Purchase Contract dated March 10, 1999, as amended and supplemented from time to time ("Original Agreement");

WHEREAS, it is in the interest of Customer and Paciolan to supersede the Original Agreement with this Agreement;

WHEREAS, Customer and Paciolan have caused to be made a part hereto, the following documents, which shall take precedence in the order listed:

1. WV-96 – Agreement Addendum
2. This Agreement

NOW, THEREFORE, in consideration of the mutual promises and agreements contained in this Agreement, and for other good and valuable consideration, the receipt of which is hereby acknowledged, the parties hereby agree as follows:

1. **Definitions.** As used in this Agreement, the following terms shall have their respective meanings indicated below:

(A) **Data Account:** The database that contains, among other things, records of ticketing transactions and patron data (other than debit and credit card data or any data prohibited from being transferred to third parties without express consumer consent to do so), schedules, and seating information.

(B) **Designated Site:** A building or set of buildings within which Customer is authorized to use the Paciolan Software as set forth in the Support Schedule of Exhibit A.

(C) **Documentation:** The operating, training and reference manuals, including updates thereto, relating to the use of the Paciolan Software, Third Party Software, and the System supplied by Paciolan pursuant to this Agreement.

(D) **Event:** A concert, sporting, entertainment or other act or event of any kind or nature whatsoever to be held at the Facility.

(E) **Facility (ies):** Any venues owned, controlled, operated or managed by Customer or where Customer otherwise controls the rights or has the authority to sell tickets to any event, limited to the venue(s) located at Morgantown, West Virginia

and currently known as Mountaineer Field (@ Milan Puskar Stadium), WWU Coliseum, Hawley Field and Dick Diesk Soccer Stadium and their successor venues.

(F) **Hardware:** All of that certain computer hardware, communications equipment, terminals and hook-ups provided to Customer herein and which is listed in the Hardware Section of the Investment Addendum or otherwise supplied during the Term.

(G) **Investment Addendum:** The Hardware, Software, Professional Services, subscription services, Support Services, terms, conditions, fees and pricing set forth in Exhibit D.

(H) **Paciolan Software:** The proprietary software of Paciolan, in object code form only, set forth in the Investment Addendum.

(I) **Professional Services:** The professional services, including any implementation services or integration services provided by Paciolan, if any, set forth in the Investment Addendum.

(J) **Sellable Capacity:** means the admission capacity of the Facility for any particular Event.

(K) **Software:** Paciolan Software and Third Party Software.

(L) Support Services: The Software maintenance and support service made available to Customer by Paciolan in accordance with the terms set forth in Exhibit A.

(M) System: The data processing system consisting of the Hardware and Software licensed to Customer.

(N) Ticket: A printed, electronic or other type of evidence of the right to occupy space at or to enter or attend an Event even if not evidenced by any physical manifestation of such right, such as a "smart card", including, without limitation, tickets printed via print-at-home technology.

(O) Third Party Software: The software that is licensed or distributed by Paciolan to Customer that is not owned by Paciolan and is set forth hereto in the Investment Addendum.

(P) Value Item: A non-ticket item transacted to the public through the use of the System.

2. Term and Termination.

(A) Term. The term of this Agreement shall begin on the Effective Date and continue until June 30, 2015 ("Initial Term") and shall automatically renew for subsequent three (3) year periods (each a "Renewal Term") under the then current terms unless either party notifies the other in writing at least ninety (90) days prior to end of the Initial Term or the then-applicable Renewal Term, as applicable, of its intent not to renew this Agreement for a subsequent term. The Initial Term, together with any Renewal Terms, is referred to herein as the "Term". For any Renewal Term, Paciolan shall be entitled to increase or otherwise adjust its fees charged under this Agreement upon notice to Customer delivered at least one hundred twenty (120) days prior to the commencement of the applicable Renewal Term. In the event Customer does not accept such a fee increase or other adjustment prior to the commencement of the applicable Renewal Term, this Agreement shall terminate on the expiration date of the then-current operative period.

(B) Termination. This Agreement may be terminated by either party in the event of any material breach of the terms and conditions of this Agreement by the other party, after the other party has received written notice of breach and thirty (30) business days (or ten (10) business days, in the case of a monetary default) to cure such breach (each

such occurrence, after the expiration of such cure period, shall be an "Event of Default"); or the filing of any voluntary or involuntary petition against the other party under the bankruptcy or insolvency laws of any applicable jurisdiction, which petition is not dismissed within sixty (60) days of filing, or upon any appointment of a receiver for all or any portion of the other party's business, or any assignment of all or substantially all of the assets of such other party for the benefit of creditors. This Agreement may be terminated immediately by Paciolan upon a violation of Section 3 (License Grant) or Section 7 (Confidentiality) of the Agreement. This Agreement may be terminated by Paciolan in the event any act by Customer threatens to cause any infringement of any of Paciolan (or Paciolan licensor) intellectual property or other property right, including without limitation, any copyright, license right or trade secret right, and Customer fails to refrain from so acting within ten (10) business days' written notice from Paciolan.

(C) Effect of Termination. Notwithstanding anything to the contrary in this Agreement, any termination of this Agreement shall not relieve either party hereto of any of its obligations or liabilities accrued hereunder prior to such termination. Upon the effective date of any termination or expiration of this Agreement, Customer shall continue to be obligated for any charges, fees, cash or other amounts previously incurred under the Agreement. Within ten (10) days after termination of this Agreement, Customer shall return to Paciolan or destroy, as instructed by Paciolan, all copies of the Software then in Customer's possession, if any, and Customer shall certify in writing to Paciolan, within two (2) weeks of any termination of this Agreement, that through its best efforts and to the best of its knowledge the original and all copies of the Software, Documentation and other proprietary information of Paciolan have been destroyed or returned to Paciolan.

3. License Grant.

(A) Grant. Paciolan hereby grants to Customer, and Customer hereby accepts from Paciolan, a non-exclusive and non-transferable license (the "Software License") to use the Software in order to use the System for internal business purposes only, subject to the number of users identified on the Investment Addendum, for the license fees set forth on the Investment Addendum. The Software consists of a series of machine-readable instructions plus any Documentation customarily supplied therewith. The Software shall initially be used only on equipment at the Designated Site. Use of the Software may be

subsequently transferred to another single location maintained by Customer, which shall then become the Designated Site, provided (a) the Software is used by Customer at no more than one Designated Site and (b) Customer provides Paciolan with written notice ninety (90) days before any such transfer. The Software shall be used only for the processing of transactions in connection with Customer's own business.

(B) Restrictions. Customer shall limit the use of the Software to its employees who have appropriately familiarized themselves with the Software. Customer shall not: (a) permit any third party to use the Software, (b) use the Software in conjunction with any ticket distribution company and/or software, other than Paciolan's software or products, (c) use the Software in the operation of a service bureau which rents or provides computer hardware or software to others, (d) operate the Software on more than one central processing unit or file server at the Designated Site, (e) delete or alter Paciolan's trade secrets, trademarks or copyright notices in the Software or any copies, modifications or partial copies thereof, (f) disassemble, re-manufacture, repair, re-configure, enhance, upgrade, modify, translate, adapt, create derivative works, decompile or reverse engineer the Software in any way nor merge them into any other program for any purpose, or (g) transfer, license or sub-license, assign, rent, sell, grant, publish, disclose, display, dispose or otherwise make available the Software, or any rights therein or copies or derivatives thereof, including other templates or working systems. The Software License includes the right to copy the Software in non-printed, machine readable form in whole or in part solely as necessary for Customer's own business use. Customer shall maintain no more than one copy of the Software at the Designated Site.

(C) Ownership. Customer covenants and agrees that all Software, including Documentation, enhancements, conversions, upgrades, additions, modifications thereto and information contained therein, and any information, methods, formulae, techniques, processes, system and programs devised, produced or supplied by Paciolan, in connection with this Agreement or otherwise, in text or displayed on the computer screens when utilizing the Software or any other information disclosed to Customer regarding the Software, future modifications or direction for current or future Software, is proprietary (hereafter "Proprietary Information") and shall be and remain, personal property which shall, at all times, remain the sole and exclusive property of Paciolan or its licensors, and Customer shall have no right, title or interest therein or thereto except as a

licensed user pursuant to the terms of the Agreement. In addition to the proprietary rights described above, Customer is warned and acknowledges that Paciolan has invention rights, copyrights, and other intellectual property rights in and to the information contained therein which prohibit copying, sale, modification and re-manufacture of the Software and information regarding the Software, which will be enforced. Paciolan shall have all applicable rights to patents, copyrights, trademarks and trade secrets in the Proprietary Information and derivative works thereof, regardless of whether developed outside the scope of this Agreement or in connection with the services provided pursuant to this Agreement. Customer agrees to secure and protect all portions of the Proprietary Information and copies thereof in a manner consistent with the maintenance of Paciolan's rights therein and to take appropriate action by instruction and agreement with its employees or consultants who are permitted access to any portions of the Proprietary Information to satisfy its obligations hereunder. Customer hereby irrevocably assigns to Paciolan any and all rights it may be deemed to have in any changes, modifications or corrections to the Software and Documentation, including but not limited to copyright rights, and agrees to execute all documents necessary to implement and effect such assignment. All rights not specifically granted herein are reserved to and by Paciolan.

(D) Exclusive Use. Customer agrees to use the Paciolan Software and System, during the Term, as its exclusive source for primary ticketing, including, but not limited to, selling, or distributing all Tickets, including applications for selling, or distributing Tickets, to the Sellable Capacity for every Event, (ii) supporting the sale, and distribution of Tickets to all such Events, and (iii) tracking and authenticating Tickets sold or otherwise distributed to all such Events. Customer shall ensure that the entire Sellable Capacity for every Event shall be made available for distribution on the System. Except with respect to Ticketmaster, LLC or any of its subsidiaries or parent entities, Customer shall not directly or indirectly: (i) advertise, promote, market, endorse, sponsor, authorize or permit the use of any third party that promotes, engages in or facilitates the sale, distribution or issuance of tickets or otherwise engages in primary ticketing; or (ii) allow, permit or authorize any of Customer's media properties, including, but not limited to, web sites, radio, newspapers, television and any other online and offline media outlets, to be used in connection with any of the activity described in clause (i) above in this sentence. Under no circumstances shall the

rights granted to Paciolan pursuant to this Section 3(D) of the Agreement be construed to be applicable to any secondary or other non-primary ticketing source.

(E) Upgrades. Pursuant to the terms and conditions of Exhibit A, Customer agrees to upgrade any licensed versions of Paciolan or Third Party Software which are designated by Paciolan as superseded within one year following receipt of written notice that such Paciolan or Third Party Software version is superseded and will no longer be supported by Paciolan.

(F) Compliance. Customer shall comply with and conform to all federal, state, municipal and other laws, ordinances and regulations in any way relating to the use of the System.

4. **Hardware**. Customer shall make available for the Software implementation computer hardware equipment, firmware and/or software systems and configurations approved by Paciolan as adequate for such implementation. As may be required from time to time and in exchange for the fees set forth on the Investment Addendum or amendments thereto, Customer may, but shall not be required to, purchase from Paciolan the Hardware, if any, set forth on the Investment Addendum and designated as "Owned by Customer" ("Purchased Hardware"), for use in connection with the Software. Paciolan shall provide to Customer the Purchased Hardware listed on the Investment Addendum. All right, title and ownership to such Purchased Hardware shall transfer to Customer upon Paciolan's receipt of full payment for the applicable Purchased Hardware. Customer acknowledges that the Purchased Hardware will be used by Customer at the Facilities, which Paciolan does not own, operate or control. Customer assumes and shall bear the entire risk of loss and damage to the Purchased Hardware, from any and every cause whatsoever from the date of shipment to the Customer. In the event of loss or damage of any kind to any Purchased Hardware, Customer, at its sole option, shall within thirty (30) days after such loss or damage replace the same with the same or similar property, in good repair, condition and working order to the satisfaction of configurations approved by Paciolan. Paciolan passes through to Customer, to the extent permitted, all applicable warranties with respect to the Hardware made available by the Hardware manufacturer. To the extent any third party software embedded in the Hardware is subject to an end user license or other applicable license terms of the owner of such third party software, then the use of such third party software by Customer

shall be subject to such licenses. PACIOLAN MAKES NO WARRANTY, EXPRESS OR IMPLIED, AS TO ANY MATTER RELATED TO THE HARDWARE, INCLUDING, BUT NOT LIMITED TO, THE IMPLIED WARRANTIES OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE. WITH RESPECT TO PACIOLAN'S OBLIGATIONS, THE HARDWARE IS PROVIDED "AS IS." The foregoing shall not affect Customer's rights and remedies against the Hardware manufacturer.

5. **Third Party Software**. Paciolan reserves the right to reconfigure, replace or substitute Third Party Software in a manner that Paciolan believes is appropriate, as long as the essential functionality, features, capabilities and performance levels set forth in this Agreement for the System are provided to Customer. Paciolan shall secure all required licenses necessary for the use of any embedded third party software, which may be incorporated in the Software. To the extent any Third Party Software is subject to an end user license or other applicable license terms of the owner of such Third Party Software, then the use of such Third Party Software shall be subject to such licenses.

6. **Fees and Payment Terms**.

(A) Fees. Subject to the terms and conditions of West Virginia Code §5A-3-54, also known as the "Prompt Pay Act of 1990, Customer agrees to pay Paciolan the monthly transaction fees, monthly services fees, periodic hosting and/or subscription services fees, quarterly services charges and any other fees or charges set forth on the Investment Addendum or amendments thereto in accordance with the payment schedule set forth on the Investment Addendum and the terms set forth in this Agreement. For the avoidance of doubt, Customer acknowledges and agrees that the System has already been accepted by Customer. For the avoidance of doubt, notwithstanding anything to the contrary herein, Customer acknowledges and agrees that the Support Services Fees shall be invoiced in advance.

(B) Minimum Annual Fee. Customer will guarantee to Paciolan the minimum annual service fees (the "Minimum Annual Fees") specified in the Investment Addendum hereto, if any. The Minimum Annual Fee period will begin on July 1st of each year and end on June 30th of the following year. If, at the end of an annual period, the total fees subject to a Minimum Annual Fee requirement paid by Customer to Paciolan during such annual period be less than the amount of the specified Minimum Annual Fee,

Paciolan will invoice Customer the balance remaining after subtracting the actual fees subject to a Minimum Annual Fee requirement paid to Paciolan during the period from the specified Minimum Annual Fee amount. The Minimum Annual Fee will be prorated on a daily basis for the period of time commencing as of the date the applicable Software product identified on the Investment Addendum is commercially available for Customer use and ending on the immediately following June 30 and for the period of time commencing as of July 1 of the final year of the Term and ending upon expiration of the Term.

(D) Separately Billable Items. Paciolan shall be entitled to reimbursement for reasonable travel, meals, lodging, and other business expenses incurred by Paciolan personnel in the performance of this Agreement and Customer shall have the right to require Paciolan to supply reasonable documentation supporting the incurrence of such expenses. Upon request, Paciolan shall solicit Customer's prior written approval (which shall include email) prior to incurring any such expenses, provided that such prior approval will not be unreasonably withheld.

(E) Taxes. Subject to exemptions applicable to Customer in connection with the applicable transactions, Customer shall, in addition to the other amounts payable under this Agreement, pay any and all goods and services (if applicable), sales, use, entertainment, amusement and other taxes, federal, state, local, provincial or otherwise, however designated, which may be levied or imposed by reason of the transactions contemplated by this Agreement, including, but not limited to, the sale of each Ticket (or Value Item, if applicable) covered by this Agreement. Without limiting the foregoing, Customer shall promptly pay to Paciolan an amount equal to any such items actually required to be collected or paid by Paciolan. Customer shall provide Paciolan with any applicable tax exemption certificates.

7. **Confidentiality**. Subject to the terms and conditions of the West Virginia Code §29B-1-1 through §29B-1-7 also known as the Freedom of Information Act ("FOIA"), the parties acknowledge that by reason of their relationship hereunder, they may from time to time disclose information, whether oral or written, regarding their business, software, software technology, intellectual property and other information (including without limitation, with respect to Paciolan, the Proprietary Information) that is confidential and of substantial value to the other party, which value would be impaired if such information were disclosed to third parties

("Confidential Information"), which include, but not limited to, any Paciolan proposals, RFPs or bids, Software, Documentation and the terms of this Agreement. Any such information that a reasonable person would determine to be confidential shall be deemed Confidential Information hereunder. Confidential Information shall not include information that (i) is or becomes generally available to the public other than as a result of the breach of the confidentiality obligations in this Agreement by the receiving party, (ii) is or has been independently acquired or developed by the receiving party without violating any of the confidentiality obligations in this Agreement, (iii) was within the receiving party's possession prior to it being furnished to the receiving party by or on behalf of the disclosing party, or (iv) is received from a source other than the disclosing party; provided that, in the case of (iii) and (iv) above, the source of such information was not known by the receiving party to be bound by a confidentiality obligation to the disclosing party or any other party with respect to such information. Each party agrees that it will keep the Confidential Information strictly confidential and will not use in any way for its own account or the account of any third party, nor disclose to any third party, any Confidential Information revealed to it by the other party without the other party's prior written consent, except to the extent expressly permitted by this Agreement; provided, however, that the receiving party may disclose the Confidential Information, or any portion thereof, to its directors, officers, employees, legal and financial advisors, controlling persons and entities who need to know such information to perform such party's obligations under this Agreement and who agree to treat the Confidential Information in accordance with the confidential obligations in this Agreement. Each party shall use the same degree of care, which in no event shall be less than a reasonable degree of care, to avoid disclosure or use of the other party's Confidential Information as it employs with respect to its own Confidential Information of like importance and represents that it has adequate procedures to protect the secrecy of such Confidential Information including without limitation the requirement that employees have executed non-disclosure agreements which have the effect of adequately protecting Confidential Information. In the event that either party receives a request to disclose all or any part of the Confidential Information of the other party under the terms of a subpoena, document request, notice of deposition or other legal or regulatory proceeding, such party receiving the request agrees to notify the other party pursuant to this Agreement below, within forty-eight

(48) hours after receipt of such legal request, and the party receiving such request agrees to cooperate with the notified party in any attempt to obtain a protective order. Each party agrees, as applicable, that any violation of Section 3 (License Grant) or Section 7 (Confidential Information) hereof, may result in irreparable harm to the non-breaching party and said non-breaching party may be entitled to apply for injunctive relief, in any court having proper jurisdiction (notwithstanding anything herein to the contrary) without the necessity of proving actual damages, in addition to any other remedy that the non-breaching party may have.

8. **Customer Data.** Customer agrees to use the personally identifiable information with respect to persons who ordered Tickets or other items through Paciolan (the "Customer Data") only in compliance with all applicable laws and administrative rulings, including but not limited to applicable, local, state and federal privacy laws, or any other similar privacy legislation, as applicable, and in accordance with Customer's own posted privacy policies. In addition, Customer agrees that if any portion of the Customer Data includes a person's name and that person's (i) social security number; or (ii) driver's license or government identification number; or (iii) credit or debit card number; or (iv) password and account identification, then Customer agrees to implement and maintain reasonable security procedures and practices appropriate to the nature of the Customer Data to protect the Customer Data from unauthorized access, destruction, use, modification or disclosure. Paciolan also requires that Customer include in any email communications that Customer may make based on the Customer Data a mechanism to provide the recipient with the right to "opt-out" from receiving further communications from Customer and that Customer honor all opt-out preferences, whether received directly by Customer or indirectly through Paciolan.

9. Representations and Warranties.

(A) Paciolan warrants that the Software will materially conform, as to all substantial operational features, to Paciolan's current specifications when installed.

(B) The above warranty shall be effective at all times during the term of this Agreement. If the Software is found defective, Paciolan's sole obligation under this warranty is to remedy such defect, by repairing or replacing the Software, in a manner consistent with Paciolan's regular business practices.

(C) THE ABOVE WARRANTY IS A LIMITED WARRANTY AND IT IS THE ONLY WARRANTY MADE BY PACIOLAN. PACIOLAN DOES NOT MAKE, AND CUSTOMER EXPRESSLY WAIVES, ALL OTHER WARRANTIES, WHETHER EXPRESS OR IMPLIED. THERE ARE EXPRESSLY EXCLUDED ALL WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE. PACIOLAN DOES NOT OTHERWISE WARRANT THAT THE SYSTEM WILL MEET CUSTOMER'S NEEDS OR OPERATE IN COMBINATION WITH OTHER SOFTWARE. PACIOLAN DOES NOT OTHERWISE WARRANT THAT THE SOFTWARE IS ERROR-FREE OR THAT OPERATION OF THE SYSTEM WILL BE SECURE OR UNINTERRUPTED. THE STATED EXPRESS WARRANTY IS IN LIEU OF ALL LIABILITIES OR OBLIGATIONS OF PACIOLAN FOR DAMAGES ARISING OUT OF OR IN CONNECTION WITH THE DELIVERY, USE, OR PERFORMANCE OF THE SOFTWARE, THE SYSTEM, PROFESSIONAL SERVICES AND ASSOCIATED SERVICES.

(D) If any modifications are made to the Software by Customer during the warranty period, this warranty shall immediately be terminated. Correction for difficulties or defects traceable to Customer's errors or systems changes shall be billed at Paciolan's then standard time and material charges.

(E) Customer represents and warrants to Paciolan that Customer is the exclusive operator of the Designated Site(s) and has the right and authority to enter into this Agreement. Customer represents, warrants and covenants to Paciolan that: (i) this Agreement has been duly authorized, executed and delivered on behalf of Customer by its duly authorized representative and constitutes the legal, valid, and binding agreement of such party, enforceable in accordance with its terms; (ii) the entering into and performance of this Agreement will not violate any judgment, order, law, regulation or agreement applicable to Customer or violate the rights of any third party, or result in any breach of, constitute a default under, or result in the creation of, any lien, charge, security interest or other encumbrance upon any assets of such party (or, result in any such encumbrance upon any aspect of the Software), pursuant to any instrument to which such party is a party or by which it or its assets may be bound; (iii) no agreement or understanding between Customer and any third party contains or shall contain any provision inconsistent with any

provision, or the purpose or intent, of this Agreement; and (iv) Customer and any entities who obtain Software, if otherwise permitted herein, will comply with all U.S. export laws relating to the licensing and delivery of the Software outside the U.S. The representations and warranties contained in this section shall be deemed material for all purposes related to this Agreement and shall survive any termination of this Agreement.

10. Limitation of Liability. IN NO EVENT SHALL PACIOLAN BE LIABLE FOR ANY INDIRECT, CONSEQUENTIAL, EXEMPLARY, INCIDENTAL, SPECIAL OR PUNITIVE DAMAGES, INCLUDING ALSO LOST PROFITS, LOST SAVINGS, LOST OR DESTROYED DATA, LOST TICKET OR OTHER REVENUES, LOST OPPORTUNITY COSTS OR ANY OTHER ECONOMIC LOSS, OF ANY TYPE OR NATURE, OR FOR EVENTS OR CIRCUMSTANCES BEYOND PACIOLAN'S CONTROL, EVEN IF PACIOLAN HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES. NEITHER OCCASIONAL SHORT TERM INTERRUPTIONS OF SERVICE WHICH ARE NOT UNREASONABLE UNDER COMPARABLE INDUSTRY STANDARDS NOR INTERRUPTIONS OF SERVICE RESULTING FROM EVENTS OR CIRCUMSTANCES BEYOND PACIOLAN'S REASONABLE CONTROL SHALL BE CAUSE FOR ANY LIABILITY OR CLAIM AGAINST PACIOLAN HEREUNDER, NOR SHALL ANY SUCH OCCASION RENDER PACIOLAN IN DEFAULT UNDER THIS AGREEMENT. PACIOLAN'S MAXIMUM LIABILITY AND OBLIGATION TO CUSTOMER, AND CUSTOMER'S SOLE AND EXCLUSIVE REMEDY FOR ANY CAUSE WHATSOEVER, REGARDLESS OF THE FORM OF ACTION, WHETHER IN CONTRACT OR IN TORT (INCLUDING NEGLIGENCE), RELATING TO THIS AGREEMENT SHALL BE LIMITED TO THE REPAIR OR REPLACEMENT OF ANY DEFECTIVE DISKETTE (AS APPLICABLE), REPLACEMENT WITH IDENTICAL OR LIKE SOFTWARE, OR REFUND OF PURCHASE PRICE, ALL OF WHICH AT PACIOLAN'S OPTION, AND IN ANY CASE, SHALL BE LIMITED TO THE RECOVERY OF ACTUAL DAMAGES UP TO THE AMOUNT OF FEES PAID BY CUSTOMER TO PACIOLAN FOR THE APPLICABLE SOFTWARE PRODUCT, PARTICULAR TASK OR SPECIFIED DELIVERABLE FOR WHICH BREACH IS CLAIMED (WHETHER FOR SOFTWARE LICENSE, HARDWARE, SUPPORT AND

MAINTENANCE FEES OR CONSULTING FEES OR OTHER FEES RELATED TO ANY SERVICE).

11. **Indemnification.**

(A) Customer shall indemnify Paciolan and its parents, subsidiaries, and their officers, directors, employees and agents and their successors and assigns (collectively, for purposes of this section, "Paciolan's Indemnitees") against, and hold Paciolan's Indemnitees harmless from, any and all claims, actions, damages, expenses (including court costs and reasonable legal fees), obligations, losses, liabilities and liens, imposed on, incurred by, or asserted against Paciolan's Indemnitees occurring as a result of, or in connection with: (i) any Event of Default under this Agreement by Customer or any of its officers, directors, employees and agents (collectively, "Customer's Representatives"); (ii) use of the Software or Hardware; (iii) use of the System; (iv) any Event held or scheduled to be held at the Facilities (including any injuries or deaths occurring at or in connection with any Event or the failure of any Event to occur or to occur in the manner advertised or promoted); (v) claims that Paciolan's release of the Customer Data to Customer violates any applicable law, rule or regulation ; (vi) Customer's use of the Customer Data or (vii) violations of laws related to resale of Tickets; except, in each case, to the extent that any such claims shall relate to Paciolan's negligence or willful misconduct with respect thereto.

(B) Should the Software, in Paciolan's opinion, become or be likely to become subject to a claim of infringement against Paciolan or Customer, then Paciolan may, at its option (i) indemnify Customer and its parents, subsidiaries and their officers, directors, employees and agents and their successors and assigns (collectively, for the purposes of this section, "Customer's Indemnitees") against, and hold Customer's Indemnitees harmless from, any and all claims, actions, damages, expenses (including court costs and reasonable attorneys' fees), obligations, losses, liabilities and liens, imposed on, incurred by, or asserted against Customer's Indemnitees occurring as a result of, or in connection with such infringement claim; (ii) replace the Software with non-infringing substitute Software substantively the same or similar; (iii) procure for Customer the right to use the Software free of any liability for infringement; or (iv) refund the Software License Fee previously paid for the infringing Software, less a charge for the value of Customer's prior use of the Software based upon a five (5) year depreciation schedule, and accept return of the infringing

Software. Paciolan shall have no liability for any infringement claim based on Customer's: (i) use of the Software in any manner inconsistent with the terms and conditions of this Agreement or Customer's negligence or willful misconduct; (ii) use of the Software after Paciolan's written reasonable notice that Customer should cease use of any portion of the Software due to an infringement claim; (iii) combination of the Software with a non-Paciolan program or data if such infringement claim would have been avoided had such combination not occurred; (iv) use of a version of the Software other than the latest version of the Software, if such infringement could have been avoided by use of the latest version and such latest version has been reasonably made available to Customer.

(C) The indemnified party must notify the other party promptly in writing of any claim hereunder, and provide, at such other party's expense, all reasonably necessary assistance, information and authority to allow the other party to control the defense and settlement of such claim.

12. **Support Services**. During the Term, Paciolan shall provide the Support Services with respect to the Paciolan System. The Support Services do not include assistance with integration to external Customer systems or custom reports specific to unique business operations. For any services requested by Customer but not provided in the Support Services or set forth in the Professional Services section of the Investment Addendum, Customer will be responsible to contract with Paciolan on a time and materials basis or secure the necessary services through Paciolan or a Paciolan approved third-party organization.

13. Services

(A) The schedule and delivery of all Professional Services, if any, and other services, if any, to Customer will be governed as provided in this Agreement and the Investment Addendum. Paciolan shall provide the implementation Professional Services for the System in accordance with the Investment Addendum. Acceptance of each applicable component of the Software or System, as applicable, by Customer will be deemed to have occurred as soon as such applicable component of the Software or the System is installed, implemented, tested and declared operational by Customer but no later than thirty (30) days following the first live ticket sale to the public, upon the occurrence of which, Customer shall provide Paciolan with a certificate of acceptance.

(B) **Solicitation of Employees**. During the term of this Agreement and for one (1) year thereafter, Customer will not encourage or solicit any employee or consultant of Paciolan or its subsidiaries and parents to leave Paciolan or such subsidiaries and parents for any reason.

(C) **Programming Services**. Any programming or data conversion services included in this Agreement have been detailed in the Professional Services section of the Investment Addendum.

14. **Survival of Obligations**. In the event of the termination of this Agreement, the provisions of Section 1 ("Definitions"), Section 2(C) ("Effect of Termination"), Section 3(B) ("Restrictions"), Section 3(C) ("Ownership"), Section 6 ("Fees and Payments Terms"), Section 7 ("Confidentiality"), Section 10 ("Limitation of Liability"), Section 13(B) ("Solicitation"), Section 15 ("Export Controls"), and Section 17 ("General Provisions") shall survive and shall continue to bind the parties.

15. **Export Controls**. Customer agrees to comply with all then current export and import laws and regulations of the U.S. (including the deemed export rule) and such other governments and jurisdictions as are applicable to the Software or Hardware.

16. **Notice to U.S. Government End Users**. The Software is a "Commercial Item," as that term is defined at 48 C.F.R. §2.101, consisting of "Commercial Computer Software" and "Commercial Computer Software Documentation," as such terms are used in 48 C.F.R. §12.212 or 48 C.F.R. §227.7202, as applicable. Consistent with 48 C.F.R. §12.212 or 48 C.F.R. §§227.7202-1-4, as applicable, all U.S. Government end users acquire the products with only those rights as are granted pursuant to the terms and conditions herein. All unpublished-rights are reserved by Paciolan under the copyright laws of the United States. If Customer is an agency and/or instrumentality of the United States of America, the Software is provided subject to the restrictions applicable to other end users in accordance with certain restrictions, as provided in DFARS 227.7202-1(a) and 227.7202-3(a) (1995), DFARS 252.227-7013(c)(1)(ii) (Oct. 1988), FAR 12.212(a)(1995), FAR 52.227-19, or FAR 52.227-14 (Alt III), as applicable.

17. General Provisions

(A) **Notices**. Any notices required to be given under this Agreement must be sent to each party, in writing, at the address set forth in the opening

paragraph of this Agreement or at such address as may be provided by each party in writing from time to time, by certified or registered mail, return receipt requested or by an overnight courier, provided that, with respect to Paciolan, a copy shall be provided to:

Ticketmaster L.L.C.
8800 West Sunset Boulevard
West Hollywood, CA 90069-2117
Attn: General Counsel

Notices will be deemed effective the day following sending if sent by overnight courier or five days after sending if sent by certified or registered mail.

(B) Legal Review/Fees. Each of the parties has had the opportunity to have its legal counsel review this Agreement on its behalf. In addition to any other rights hereunder, the substantially prevailing party, as a court of competent jurisdiction (as provided above) may determine, in any claim or other dispute which relates to this Agreement, regardless of whether such claim or other dispute arises from a breach of contract, tort, violation of a statute or other cause of action, shall have the right to recover and collect from the other party its reasonable costs and expenses incurred in connection therewith, including, without limitation, its reasonable legal fees. If a party substantially prevails on some aspects of such claim or dispute but not others, the court may apportion any award of costs or legal fees in such manner as it deems equitable.

(C) Applicable Law. This Agreement shall be interpreted and governed by the laws of the State of West Virginia

(D) Severability. If any provision of this Agreement is held to be invalid by a court of competent jurisdiction, then the remaining provisions will nevertheless remain in full force and effect.

(E) Binding Effect. The terms, conditions, provisions and undertakings of this Agreement shall be binding upon and inure to the benefit of each of the parties hereto and their respective successors and permitted assigns; provided, however, that this Agreement shall not be binding until executed by each of the parties. This Agreement may be executed in multiple counterparts which when taken together constitute a single instrument.

(F) Entire Agreement. This Agreement constitutes the entire and exclusive agreement between the parties hereto with respect to the subject

matter hereof and supersedes and cancels all previous oral or written communications, proposals, agreements, and commitments. No modification or amendment to this Agreement, nor any waiver of any rights, shall be effective unless assented to in writing by the party to be charged and the waiver of any breach or default shall not constitute a waiver of any other right hereunder or any subsequent breach or default. A party's delay in enforcing its rights hereunder shall not be construed as a waiver of such rights or remedies. All materials submitted to either party for approval must be submitted in writing to the location and person(s) as indicated by such party from time to time. This Agreement supersedes all prior agreements among the parties related to Paciolan software, including, but not limit to, the Original Agreement and all related agreements in their entirety. All such prior agreements, including the Original Agreement, shall have no force or effect as of the Effective Date.

(G) Force Majeure Event. Neither party hereto shall be deemed to be in default hereunder, and no Event of Default shall be deemed to have occurred, as a result of any delay or failure of performance which occurs due to any war, flood, fire, hurricane, earthquake, civil disturbance, act of God or other event beyond such party's reasonable control ("Force Majeure Event"), but only for so long as such Force Majeure Event shall continue to prevent such performance. Neither party shall be liable or deemed in default, and no Event of Default shall be deemed to have occurred, as a result of any delay or failure in performance of this Agreement resulting directly or indirectly from any cause completely, solely and exclusively beyond the control of that party, but only for so long as such delay shall continue to prevent performance.

(H) Assignment. Without the prior written consent of Paciolan, Customer shall not (i) directly or indirectly assign, transfer, pledge or hypothecate its rights or obligations in this Agreement or any interest therein; or (ii) permit access to the Software or any part thereof to be had, by anyone other than Customer or Customer's authorized employees. Any such assignment shall not relieve Customer of any of its obligations hereunder. Without the prior written consent of Customer, Paciolan shall not assign or transfer its rights or obligations in this Agreement or any interest therein, except in the event of an assignment by Paciolan to any parent, subsidiary, affiliate or successor-in-interest (including, without limitation, a successor by virtue of an acquisition), in which event no such consent shall be required. Any assignment, transfer, pledge or hypothecation for

which consent is required hereby and which is made without such consent shall be void.

(I) Relationship of the Parties. Each party is an independent contractor and not an agent or partner of, or joint-venturer with, the other party for any purpose other than as set forth in this Agreement. Neither party by virtue of this Agreement shall have any right, power, or authority to act or create any obligation, express or implied, on behalf of the other party.

(J) Purchase Orders. All purchase orders submitted by Customer shall be deemed to incorporate and be subject to the terms and conditions of this Agreement, unless otherwise agreed in writing by the parties. No provision or data on any purchase order or contained in any documents attached to or referenced in any purchase order shall be binding to the extent that it is in addition to or contradicts the terms and conditions contained herein (including amendments thereto).

(K) Marketing. Subject to approval in writing and in advance by Customer, Customer hereby grants Paciolan a royalty-free, non-exclusive, non-transferable license, during the term of this Agreement to include Customer's trademarks, service marks, logos (collectively, "Customer Marks") and the like solely in connection with the transactions contemplated by this Agreement. Paciolan acknowledges that its use of Customer Marks shall not create any right, title or interest in or to such Customer Marks. Customer's execution of this Agreement indicates approval for Customer to be listed as a Paciolan client in monthly newsletters for distribution to event industry clients, in product boiler plate information, and in future releases about Paciolan products and services for distribution to trade and consumer media. At any time, Customer may, in its sole discretion, direct Paciolan to stop using Customer's name for the purposes listed in the preceding sentence by sending notice to Paciolan. Upon Paciolan's request, the parties shall issue a press release regarding the execution of this agreement within thirty (30) days of the request, subject to the prior written approval of the parties, which shall not be unreasonably withheld, conditioned or delayed.

18. Insurance.

(A) Insurance shall be obtained from a reputable and financially responsible, insurance carrier, with an AM Best rating of no less than (A). West Virginia University shall be named as additional

insured under the policy and certificate holder, and limits stated herein shall apply specifically to West Virginia University. Paciolan shall furnish to the University written certificates that the insurance required herein has been procured and is being properly maintained throughout the life of this contract and that premiums therefore are paid and specifying the names of the insurers and the respective policy numbers and expiration dates. All such insurance policies shall provide for, unless applicable statute otherwise specifies, at least thirty (30) days prior written notice of the effective date or cancellation to the University.

(B) The additional insured shall read:

West Virginia University
c/o Purchasing, Contracts, and Payment Services
West Virginia University
PO Box 6024
Morgantown, WV 26506

(C) Workers Compensation – To the extent required by applicable law, Paciolan shall warrant that all employees are covered by valid workers compensation insurance in compliance with the statutory requirements of the jurisdiction in which such employees reside.

(D) Employers Liability - PACIOLAN shall provide employers liability coverage in the following minimum amounts:

Paciolan shall provide employers liability coverage in the following minimum amounts:

Each Accident	\$100,000
Disease-Policy Limit	\$500,000
Disease – Each Employee	\$100,000

(E) Commercial General Liability Insurance

Paciolan shall provide, including but not limited to, the following coverage, with combined single limits of not less than the following amounts. Liability coverage shall also include contractual liability.

General Aggregate	\$2,000,000
Product and Completed Operations	
Aggregate	\$1,000,000
Personal and Advertising Injury Liability	\$1,000,000
Each Occurrence	\$1,000,000
Fire Damage (Any One Fire)	\$300,000
Medical Payments (Any One Person)	\$5,000

(F) Commercial Auto Liability Insurance

Paciolan shall provide, including but not limited to, the following coverage, including owned,

hired, and non-owned auto liability coverage with limits of no less than:

Combined Single Limits, Bodily Injury and Property Damage Liability	\$1,000,000
Medical Payments	\$5,000

(G) Excess Liability

Paciolan shall provide, including but not limited to, the following coverage, to provide at least following form excess liability or umbrella liability coverage over all underlying liability coverage provided, including commercial general liability, commercial automobile liability, and employers liability coverage. No coverage provided in the underlying liability policy may be excluded in the commercial excess or umbrella liability policy. Limits may not be less than:

Each Occurrence, Combined Single Limit, Bodily Injury and Property Damage Liability	\$1,000,000
Aggregate Limit	\$1,000,000

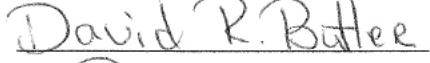
IN WITNESS WHEREOF, each party has caused this Agreement to be executed by its duly authorized representative.

PACIOLAN, INC.

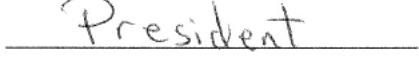
Signature:



Name:



Title:

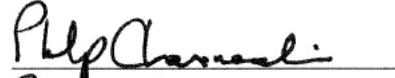


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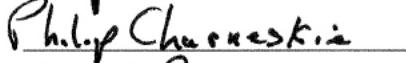


WEST VIRGINIA UNIVERSITY

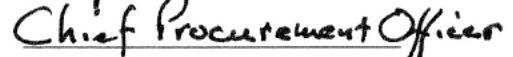
Signature:



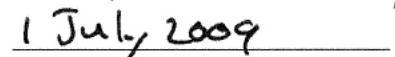
Name:



Title:



Date:



[SIGNATURE PAGE TO SYSTEM PURCHASE CONTRACT]

EXHIBIT A: SUPPORT SERVICES

1. Paciolan Software Support Services.

(A) Service Program. Paciolan will supply Customer with the Support Services in accordance with Paciolan's support policies and procedures ("Service Policies"). If any provision of the Service Policies conflicts with the Agreement, then the Agreement shall prevail. The service hours and the specific services to be delivered, including telephone and/or electronic consultation, are based on a service program (the "Service Program") selected by Customer. The Service Program selected by Customer is listed on the Support Schedule herein.

(B) Consultation. Paciolan will supply Customer telephone and/or electronic consultation for the Software as detailed in the Service Policies.

2. Support Services Conditions.

(A) Data Account. The Support Services are limited to the support of only one Data Account, unless otherwise specified in the Investment Addendum, for Software products specified in the Covered Software Products Section of the Support Schedule. The support of other Data Accounts or operational sites must be provided for by a subsequent written agreement between Paciolan and Customer.

(B) Services Policies Acceptance. Paciolan reserves the right to amend the Service Policies at any time.

(C) Customer grants Paciolan the right to directly access the System solely for the purpose of fulfilling its rights and obligations under this Agreement and Customer shall not unreasonably restrict Paciolan's access to the System or any of its applications, files, account, registers, or databases. Customer agrees to work diligently with Paciolan to establish a reasonable process for support and maintenance provided by Paciolan.

SUPPORT SCHEDULE

Designated Site:

West Virginia University Department of Intercollegiate Athletics

Support Program:

Premium Service

Licensed UniVerse (Concurrent) Users:

Per Investment Addendum

Covered Software Products:

Paciolan Software

Third Party Software

Any other software installed on Customer's computers, whether supplied by Paciolan or not, is not covered under this Agreement.

EXHIBIT B: E.VENUE ADDENDUM

This Exhibit B sets forth additional terms and conditions applicable to the license granted to the e.Venue component of the Software.

1. Web Site Services. Paciolan will create and maintain at a location of its choosing, Customer-branded Internet sites (the "Site"), as outlined in the Investment Addendum, for the benefit of the Customer. The Site(s) will provide to Customer the functions reasonably required for Customer to transact to the public its Tickets and other items contemplated by this Agreement.

2. Customer Responsibilities. Customer agrees to maintain and update its event and price information on its System to ensure maximum opportunity for transactions, provide and administer all credit card services used to complete transactions on the Web Sites and to monitor the Web Sites and to report to Paciolan the problems and anomalies encountered by it or its customers.

3. Customer Marks, Customer Content. Paciolan shall have the right and license to utilize and display such names, logos, brand marks (collectively, ("Customer Marks") and other Customer content ("Customer Content") to the extent necessary to include such Customer Marks and other Customer content on the Web Sites. All such proposed uses by Paciolan of the Customer Marks and Content are subject to Customer's prior written approval. Paciolan specifically acknowledges that the Customer Marks and Content and all rights therein belong exclusively to Customer and that the Agreement, other than as specifically provided for herein, does not confer upon Paciolan any other rights, goodwill or other interest in the Customer Marks or Content. The intellectual property rights in the "look and feel" of the Web Site shall be owned by Customer; provided, however, that all of the intellectual property rights in the underlying software, including the Paciolan Software, utilized in connection with the Web Site shall be owned exclusively by Paciolan. Each page of the Web Site shall include an attribution to Paciolan. The attribution shall state "Powered by Paciolan" on the Web Site. Paciolan reserves the right to modify this attribution from time to time during the Term, with Customer's prior approval, which shall not be unreasonably withheld.

4. Electronic Transfer of Funds. For the limited purpose of electronic check transactions, Customer hereby appoints Paciolan (and Paciolan hereby accepts appointment from Customer) as its agent to make direct debits from individuals and

entities that have agreed to purchase goods and services from Customer (each, an "Electronic Payment Consumer") and to make corresponding credits to Customer for such goods and services. Customer will, and Paciolan will undertake commercially reasonable efforts to assist Customer to, submit data in the form required for the electronic debiting from each Electronic Payment Consumer's bank deposit account. Customer, with assistance from Paciolan, will configure the e.Venue software to obtain from each Electronic Payment Consumer all necessary information in proper form authorizing access to such Electronic Payment Consumer's bank account to transfer payment amounts to Customer's bank deposit account. Customer agrees to use commercially reasonable efforts to ensure that all data and entries submitted by the Electronic Payment Consumer are submitted to the applicable automated clearinghouse in correct form in a timely manner. Customer acknowledges that the applicable automated clearinghouse rules make provisional any credit given for an entry to an account until the financial institution crediting the account specified in the entry receives final settlement. If Customer's financial institution does not receive final settlement from Electronic Payment Consumer's financial institution within five business days after Paciolan debits Electronic Payment Consumer's account for such amount, Electronic Payment Consumer's financial institution is entitled to a refund from Customer and Electronic Payment Consumer shall not be deemed to have paid Customer for any such goods and services. Customer will maintain electronic records that are compliant with applicable automated clearinghouse rules for automated clearinghouse entries, and Customer agrees to retain the electronic records for the later of two (2) years after completion or revocation of such transaction or as required by law.

5. Compliance with Law. Customer agrees to comply with all laws and regulations whether federal, state or local, as well as any federal or regional automated clearing house rules applicable to automatic and electronic transfers of funds, including, without limitation, laws, regulations and rules governing correct authorizations by consumers, disclosures and notices required in connection with electronic funds transfers, and all necessary waivers and releases.

EXHIBIT C: INVESTMENT ADDENDUM

SOFTWARE AND SERVICES		Unit Price	Ext Price	QSC
Qty	Description			
SOFTWARE				
Paciolan Software				
1	t.Res Software License	N/C	N/C	N/A *
1	Paciolan client Software for use with Seat Map	N/C	N/C	N/A
1	t.Fund Software License	N/C	N/C	N/A *
1	t.Credit Software License	N/C	N/C	N/A *
1	a.AR Software License	N/C	N/C	N/A *
1	e.Venue Software License	N/C	N/C	N/A *
24	Paciolan Concurrent User License	N/C	N/C	N/A *
p.ODBC (Windows Reporting Tool)(Third Party Software)				
1	t.Res ODBC Dictionary			
1	t.Fund ODBC Dictionary			
QSC = Quarterly Service Charge.				
N/C = No Charge				
* Included in the Basic+ Consulting Service Program				
SUBSCRIPTION SERVICES				
Service Program				
24	Users, Basic+ Consulting (t.Res, t.Fund, t.Credit) Quarterly (Note: other Service Program options available)		\$10,705 **	
** To be billed Annually in advance and subject to an Annual increase.				
QSC = Quarterly Service Charge.				

TRANSACTION FEES						
Description	Eff Date - 6/30/10	7/1/10 - 6/30/11	7/1/11 - 6/30/12	7/1/12 - 6/30/13	7/1/13 - 6/30/14	7/1/14 - 6/30/15
Single Ticket or Value/Misc. Item (1)						
Per Price of Ticket or Value/Misc. Item Sold via e.Venue, GTW	8.8%	8.8%	8.8%	8.8%	8.8%	8.8%
Minimum Fee Per Ticket or Value/Misc. Item	\$0.50	\$0.50	\$0.50	\$0.50	\$0.50	\$0.50
Maximum Fee Per Ticket or Value/Misc. Item	\$4.00	\$4.00	\$4.00	\$4.00	\$4.00	\$4.00
Item Packages (2)						
Maximum Fee Per an Item Package	\$30.00	\$30.00	\$30.00	\$30.00	\$30.00	\$30.00
New Combo / Multiple Event Items / Season Tickets (3)						
Per Price of Combo / Multiple Event Item Sold via e.Venue	8.8%	8.8%	8.8%	8.8%	8.8%	8.8%
Minimum Fee Per Combo / Multiple Event Item	\$2.00	\$2.00	\$2.00	\$2.00	\$2.00	\$2.00
Maximum Fee Per Combo / Multiple Event Item	\$10.00	\$10.00	\$10.00	\$10.00	\$10.00	\$10.00
Student Season Tickets						
Per Combo / Multiple Event Item Sold via e.Venue	\$7.00	\$7.50	\$7.50	\$7.50	\$7.50	\$7.50
If online Student Season Tickets is mandatory for all students	\$4.00	\$4.50	\$4.50	\$4.50	\$4.50	\$4.50
Renewals / Application Packages (4)						
Per Season Renewal Order or Application processed via e.Venue (Note - includes 1st payment processed)	\$7.50	\$7.50	\$7.50	\$7.50	\$7.50	\$7.50
Payment Plan Options						
Per additional payments processed via e.Venue	\$3.50	\$3.50	\$3.50	\$3.50	\$3.50	\$3.50
Online Donation Processing						
Per Transaction Value processed via e.Venue	5.0%	5.0%	5.0%	5.0%	5.0%	5.0%
Minimum Fee Per Transaction	\$1.00	\$1.00	\$1.00	\$1.00	\$1.00	\$1.00
Maximum Fee Per Transaction	\$5.00	\$5.00	\$5.00	\$5.00	\$5.00	\$5.00
Electronic Transfer						
Per Single Ticket transfer processed via e.Venue	\$1.00	\$1.00	\$1.00	\$1.00	\$1.00	\$1.00
Electronic Returns						
Per Single Ticket returns processed via e.Venue	\$0.50	\$0.50	\$0.50	\$0.50	\$0.50	\$0.50
e.Check Transactions						
Per Check electronically processed	\$4.00	\$4.00	\$4.00	\$4.00	\$4.00	\$4.00
Electronic Ticket / Item Delivery from e.Venue and Back Office System (5)						
Per Order utilizing Print at Home	\$1.50	\$1.50	\$1.50	\$1.50	\$1.50	\$1.50
Per Order utilizing Patron ID Card/Device	\$1.50	\$1.50	\$1.50	\$1.50	\$1.50	\$1.50
e.Venue Guaranteed Minimum Annual Fee (6)	\$24,000	\$24,000	\$24,000	\$24,000	\$24,000	\$24,000
Integrated Ticket Market Place						
Per Total Cost to Buyer (7)	15.0%	15.0%	15.0%	15.0%	15.0%	15.0%
Per Price of Membership Sold (8)	25.0%	25.0%	25.0%	25.0%	25.0%	25.0%
Minimum Fee Per Membership	\$6.00	\$6.00	\$6.00	\$6.00	\$6.00	\$6.00
Guaranteed Minimum Annual Fees (6)	\$7,500	\$7,500	\$7,500	\$7,500	\$7,500	\$7,500
Web-Based Sales Terminal: 3rd party sales (9)						
Per Single, Combo, Value Item transacted through WBST	\$1.00	\$1.00	\$1.00	\$1.00	\$1.00	\$1.00
WBST Guaranteed Minimum Annual Fee (6)	\$10,000	\$10,000	\$10,000	\$10,000	\$10,000	\$10,000
NOTE: An additional fee would apply for the installation and setup of WBST.						
1 Per Ticket or Value Item Fee is based on the purchase price of each Ticket or Value Item transacted through e.Venue or Group Ticket Window, including non-ticket items such as merchandise. Zero-priced items sold will be charged the minimum fee for the item type. Value item includes gift certificate or miscellaneous item.						
2 Single Ticket or Value/Misc. Item fees apply to each item within an Item Package, up to the Maximum Fee Per an Item Package.						
3 Per Combo/Multiple Event Items Fee is based on the purchase price of each Combo/Multiple Event Item (including New Season or Subscription Tickets, Multiple Event Items, Mini Plans, and Designer Series) transacted through e.Venue. Fees will be applied per Combo Item, not per the number of events each combo item represents. Additional Tickets or Value Items sold in conjunction with a Combo Item will be charged at the applicable single Ticket or Value Item rate.						
4 Additional Tickets or Value Items (i.e., items not being renewed) sold on application will be charged at the applicable single Ticket or Value Item rate.						
5 Fees apply to orders assigning items to an electronic delivery method. Back Office systems include tRes and WBST.						
6 Minimum Annual Fee period will begin on July 1st and end on June 30th of each year, prorated from date site is implemented.						
7 Fee applies to total purchase price charged to buyer including ticket price and related fees paid by buyer						
8 Applies to membership fees charged to patrons for right to purchase items on Ticket Marketplace or Suite Marketplace						
9 Applies to 3rd party inventory sold through Customer, or Customer's inventory sold through a 3rd party						

FEES AND PAYMENT TERMS

FEES	
TOTAL ANNUAL SERVICE CHARGES (\$42,820/ year for 6 years Payable as follows:)	\$256,920
PAYMENT TERMS	
DUE on July 1, 2009	<u>\$42,820</u>
DUE on July 1, 2010	<u>\$42,820</u>
DUE on July 1, 2011	<u>\$42,820</u>
DUE on July 1, 2012	<u>\$42,820</u>
DUE on July 1, 2013	<u>\$42,820</u>
DUE on July 1, 2014	<u>\$42,820</u>

**WVU FOIA #19125-087
WVU FOIA #19209-093**

AGREEMENT ADDENDUM

In the event of conflict between this addendum and the agreement, this addendum shall control:

1. **DISPUTES** - Any references in the agreement to arbitration or to the jurisdiction of any court are hereby deleted. Disputes arising out of the agreement shall be presented to the West Virginia Court of Claims.
2. **HOLD HARMLESS** - Any clause requiring the Agency to indemnify or hold harmless any party is hereby deleted in its entirety.
3. **GOVERNING LAW** - The agreement shall be governed by the laws of the State of West Virginia. This provision replaces any references to any other State's governing law.
4. **TAXES** - Provisions in the agreement requiring the Agency to pay taxes are deleted. As a State entity, the Agency is exempt from Federal, State, and local taxes and will not pay taxes for any Vendor including individuals, nor will the Agency file any tax returns or reports on behalf of Vendor or any other party.
5. **PAYMENT** - Any references to prepayment are deleted. Payment will be in arrears.
6. **INTEREST** - Should the agreement include a provision for interest on late payments, the Agency agrees to pay the maximum legal rate under West Virginia law. All other references to interest or late charges are deleted.
7. **RECOUPMENT** - Any language in the agreement waiving the Agency's right to set-off, counterclaim, recoupment, or other defense is hereby deleted.
8. **FISCAL YEAR FUNDING** - Service performed under the agreement may be continued in succeeding fiscal years for the term of the agreement, contingent upon funds being appropriated by the Legislature or otherwise being available for this service. In the event funds are not appropriated or otherwise available for this service, the agreement shall terminate without penalty on June 30. After that date, the agreement becomes of no effect and is null and void. However, the Agency agrees to use its best efforts to have the amounts contemplated under the agreement included in its budget. Non-appropriation or non-funding shall not be considered an event of default.
9. **STATUTE OF LIMITATION** - Any clauses limiting the time in which the Agency may bring suit against the Vendor, lessor, individual, or any other party are deleted.
10. **SIMILAR SERVICES** - Any provisions limiting the Agency's right to obtain similar services or equipment in the event of default or non-funding during the term of the agreement are hereby deleted.
11. **ATTORNEY FEES** - The Agency recognizes an obligation to pay attorney's fees or costs only when assessed by a court of competent jurisdiction. Any other provision is invalid and considered null and void.
12. **ASSIGNMENT** - Notwithstanding any clause to the contrary, the Agency reserves the right to assign the agreement to another State of West Virginia agency, board or commission upon thirty (30) days written notice to the Vendor and Vendor shall obtain the written consent of Agency prior to assigning the agreement.
13. **LIMITATION OF LIABILITY** - The Agency, as a State entity, cannot agree to assume the potential liability of a Vendor. Accordingly, any provision limiting the Vendor's liability for direct damages to a certain dollar amount or to the amount of the agreement is hereby deleted. Limitations on special, incidental or consequential damages are acceptable. In addition, any limitation is null and void to the extent that it precludes any action for injury to persons or for damages to personal property.
14. **RIGHT TO TERMINATE** - Agency shall have the right to terminate the agreement upon thirty (30) days written notice to Vendor. Agency agrees to pay Vendor for services rendered or goods received prior to the effective date of termination.
15. **TERMINATION CHARGES** - Any provision requiring the Agency to pay a fixed amount or liquidated damages upon termination of the agreement is hereby deleted. The Agency may only agree to reimburse a Vendor for actual costs incurred or losses sustained during the current fiscal year due to wrongful termination by the Agency prior to the end of any current agreement term.
16. **RENEWAL** - Any reference to automatic renewal is hereby deleted. The agreement may be renewed only upon mutual written agreement of the parties.
17. **INSURANCE** - Any provision requiring the Agency to insure equipment or property of any kind and name the Vendor as beneficiary or as an additional insured is hereby deleted.
18. **RIGHT TO NOTICE** - Any provision for repossession of equipment without notice is hereby deleted. However, the Agency does recognize a right of repossession with notice.
19. **ACCELERATION** - Any reference to acceleration of payments in the event of default or non-funding is hereby deleted.
20. **CONFIDENTIALITY**: -Any provision regarding confidentiality of the terms and conditions of the agreement is hereby deleted. State contracts are public records under the West Virginia Freedom of Information Act.
21. **AMENDMENTS** - All amendments, modifications, alterations or changes to the agreement shall be in writing and signed by both parties. No amendment, modification, alteration or change may be made to this addendum without the express written approval of the Purchasing Division and the Attorney General.

ACCEPTED BY:
STATE OF WEST VIRGINIA

Spending Unit: West Virginia University
Signed: Phil Charcoal
Title: Chief Procurement Officer
Date: 1 July 2009

VENDOR

Company Name: Ticketmaster
Signed: Ken Battle
Title: President
Date: 7-1-09

West Virginia University

Purchase Change Request

FY 9	Buyer T	Date 10/16/08	Acct # P2367	P. O Date 9/23/99	Order # 201048
Document <input type="checkbox"/> Requisition (Cancellation Only) <input type="checkbox"/> Regular Purchase Order <input type="checkbox"/> Contract Purchase Order <input type="checkbox"/> Open End Contract Purchase Order <input checked="" type="checkbox"/> Agreement		Purpose of Change (Check boxes applicable) <input type="checkbox"/> Cancellation <input checked="" type="checkbox"/> Increase/Decrease <input type="checkbox"/> Unused Balance(\$25.00 Maximum) <input type="checkbox"/> Freight <input type="checkbox"/> Renewal <input type="checkbox"/> Extension Error <input type="checkbox"/> Error in Total Amount <input type="checkbox"/> Change of Account <input type="checkbox"/> Change of Vendor Name/ Address <input type="checkbox"/> Other			

Vendor Name, Address, FEIN, Phone #

Paciolan, Inc.
5171 California Avenue
Suite 200
Irvine, CA 92617

Spending Unit Name & Address

West Virginia University
Department of Intercollegiate Athletics
PO Box 0877
Morgantown, WV 26507

Item#	Quantity	Unit M	Description	Unit Price	Extended Price
			Change Order # <u>18</u> PLEASE AMEND CONTRACT AS FOLLOWS: Provide Software Maintenance for Basic+ Consulting Service Level with 24-Users for t.Credit -Dial, Accounts Receivable, t. Res, T.Fund for the Support Term: July 1, 2008 - June 30, 2009. The Quarterly Service Charge is \$10,505.00, as per the attached documentation, and according to all terms and conditions contained in the original contract and subsequent change orders. Effective Date: July 1, 2008		

Reason for Change:

To designate Service Charge for current support term.

Previous Total \$ _____ Open End

Increase \$ _____

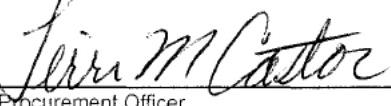
Decrease \$ _____

New Total \$ _____ Open End

Funding Paragraph

Service performed under this contract is to be continued in the succeeding fiscal year contingent upon funds being appropriated by the Legislature for this service. In the event funds are not appropriated for this service, this contract becomes of no effect and is null and void after June 30.

Approved


10-16-08

Procurement Officer


Date

Date

Chief Procurement Officer

WVU FOIA #19125-089

Date

WVU FOIA #19209-095

Support Fee Schedule

Customer No: 17

Customer: West Virginia University- Athletics

Support Term: July 1, 2008 through June 30, 2009 or the Termination of the Master Agreement, whichever should occur first.

Service Program and Quarterly Service Charge:

Basic + Consulting	\$10,505.00
---------------------------	--------------------

Licenses UniVerse (concurrent) Users: 24

Covered Hardware Products:

As set forth in the Paciolan Services Policies

Covered Software Products:

t.Credit -Dial, Accounts Receivable, t.Res, t.Fund

Signatures:

The following are the signatures of representatives of Paciolan and CUSTOMER who have legal authority to bind their respective organizations and by signing have consummated this contract:

Paciolan

By: Linda Reimer

Name: Linda Reimer

Title: Sr. Director, Customer Service

Date: May 6, 2008

West Virginia Univ.- Athletics

By: Russ Sharp

Name: Russ Sharp

Title: Assoc. A.R.D.P.

Date: 5/13/08

West Virginia University

Purchase Change Request

FY 8	Buyer T	Date 7/5/07	Acct # P2367	P. O Date 9/23/99	Order # 201048
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Document

- Requisition (Cancellation Only)
- Regular Purchase Order
- Contract Purchase Order
- Open End Contract Purchase Order
- Agreement

Purpose of Change (Check boxes applicable)

- Cancellation
- Increase/Decrease
- Unused Balance(\$25.00 Maximum)
- Freight
- Renewal
- Extension Error

 Error in Total Amount Change of Account Change of Vendor Name/ Address Other

Vendor Name, Address, FEIN, Phone

Paciolan, Inc.
5171 California Avenue
Suite 200
Irvine, CA 92617

Spending Unit Name & Address

West Virginia University
Department of Intercollegiate Athletics
PO Box 0877
Morgantown, WV 26507

Item#	Quantity	Unit M	Description	Unit Price	Extended Price
			<p>Change Order # <u>17</u></p> <p>PLEASE AMEND CONTRACT AS FOLLOWS:</p> <p>Provide Software Maintenance for Basic+ Consulting Service Level with 24-Users for t.Credit-Dual, Accounts Receivable, t. Res, T.Fund for the Support Term: July 1, 2007 - June 30, 2008. The Quarterly Service Charge is \$10,005.00, as per the attached documentation, and according to all terms and conditions contained in the original contract and subsequent change orders.</p> <p>Effective Date: July 1, 2007</p>		

Reason for Change:

To designate Service Charge for current support term.

Previous Total \$ Open EndIncrease \$ Decrease \$ New Total \$ Open End

Funding Paragraph

Service performed under this contract is to be continued in the succeeding fiscal year contingent upon funds being appropriated by the Legislature for this service. In the event funds are not appropriated for this service, this contract becomes of no effect and is null and void after June 30.

Approved

Terri M. Castor 7-5-07
Procurement Officer Date

R. C. C. 5 July 2007
Chief Procurement Officer Date
WVU FOIA #19125-091
WVU FOIA #19209-097

Support Fee Schedule

Customer No: 17

Customer: West Virginia Univ.- Athletics

Support Term: July 1, 2007 through June 30, 2008 or the Termination of the Master Agreement, whichever should occur first.

Service Program and Quarterly Service Charge:

Basic + Consulting	\$10,005.00
---------------------------	--------------------

Licenses UniVerse (concurrent) Users: 24

Covered Hardware Products:

As set forth in the Paciolan Services Policies

Covered Software Products:

t.Credit -Dial, Accounts Receivable, t.Res, t.Fund

*ML
5/14/07*

Signatures:

The following are the signatures of representatives of Paciolan and CUSTOMER who have legal authority to bind their respective organizations and by signing have consummated this contract:

Paciolan

By Linda Reimer

Name: Linda Reimer

Title: Sr. Director, Customer Service

Date: April 27, 2007

West Virginia Univ.- Athletics

By: Russ Sharp

Name: Russ Sharp

Title: Associate Ath. Dir.

Date: 5/14/07

AGREEMENT ADDENDUM

In the event of conflict between this addendum and the agreement, this addendum shall control:

1. **ARBITRATION** - Any references to arbitration contained in the agreement are hereby deleted. Disputes arising out of the agreement shall be presented to the West Virginia Court of Claims.
2. **HOLD HARMLESS** - Any clause requiring the Agency to indemnify or hold harmless any party is hereby deleted in its entirety.
3. **GOVERNING LAW** - The agreement shall be governed by the laws of the State of West Virginia. This provision replaces any references to any other State's governing law.
4. **TAXES** - Provisions in the agreement requiring the Agency to pay taxes are deleted. As a State entity, the Agency is exempt from Federal, State, and local taxes and will not pay taxes for any Vendor including individuals, nor will the Agency file any tax returns or reports on behalf of Vendor or any other party.
5. **PAYMENT** - Any references to prepayment are deleted. Payment will be in arrears.
6. **INTEREST** - Should the agreement include a provision for interest on late payments, the Agency agrees to pay the maximum legal rate under West Virginia law. All other references to interest or late charges are deleted.
7. **RECOUPMENT** - Any language in the agreement waiving the Agency's right to set-off, counterclaim, recoupment, or other defense is hereby deleted.
8. **FISCAL YEAR FUNDING** - Service performed under the agreement may be continued in succeeding fiscal years for the term of the agreement, contingent upon funds being appropriated by the Legislature or otherwise being available for this service. In the event funds are not appropriated or otherwise available for this service, the agreement shall terminate without penalty on June 30. After that date, the agreement becomes of no effect and is null and void. However, the Agency agrees to use its best efforts to have the amounts contemplated under the agreement included in its budget. Non-appropriation or non-funding shall not be considered an event of default.
9. **STATUTE OF LIMITATION** - Any clauses limiting the time in which the Agency may bring suit against the Vendor, lessor, individual, or any other party are deleted.
10. **SIMILAR SERVICES** - Any provisions limiting the Agency's right to obtain similar services or equipment in the event of default or non-funding during the term of the agreement are hereby deleted.
11. **ATTORNEY FEES** - The Agency recognizes an obligation to pay attorney's fees or costs only when assessed by a court of competent jurisdiction. Any other provision is invalid and considered null and void.
12. **ASSIGNMENT** - Notwithstanding any clause to the contrary, the Agency reserves the right to assign the agreement to another State of West Virginia agency, board or commission upon thirty (30) days written notice to the Vendor and Vendor shall obtain the written consent of Agency prior to assigning the agreement.
13. **LIMITATION OF LIABILITY** - The Agency, as a State entity, cannot agree to assume the potential liability of a Vendor. Accordingly, any provision limiting the Vendor's liability for direct damages or limiting the Vendor's liability under a warranty to a certain dollar amount or to the amount of the agreement is hereby deleted. In addition, any limitation is null and void to the extent that it precludes any action for injury to persons or for damages to personal property.
14. **RIGHT TO TERMINATE** - Agency shall have the right to terminate the agreement upon thirty (30) days written notice to Vendor.
15. **TERMINATION CHARGES** - Any provision requiring the Agency to pay a fixed amount or liquidated damages upon termination of the agreement is hereby deleted. The Agency may only agree to reimburse a Vendor for actual costs incurred or losses sustained during the current fiscal year due to wrongful termination by the Agency prior to the end of any current agreement term.
16. **RENEWAL** - Any reference to automatic renewal is hereby deleted. The agreement may be renewed only upon mutual written agreement of the parties.
17. **INSURANCE** - Any provision requiring the Agency to insure equipment or property of any kind and name the Vendor as beneficiary or as an additional insured is hereby deleted.
18. **RIGHT TO NOTICE** - Any provision for repossession of equipment without notice is hereby deleted. However, the Agency does recognize a right of repossession with notice.
19. **ACCELERATION** - Any reference to acceleration of payments in the event of default or non-funding is hereby deleted.
20. **AMENDMENTS** - All amendments, modifications, alterations or changes to the agreement shall be in writing and signed by both parties. No amendment, modification, alteration or change may be made to this addendum without the express written approval of the Purchasing Division and the Attorney General.

ACCEPTED BY:

STATE OF WEST VIRGINIA

Spending Unit: West Virginia University

Signed: Jim S

Title: Assoc. Athletic Dir/Finance

Date: July 2, 2007

VENDOR

Company Name: Pagetolan, Inc

Signed: Jerry

Title: CEO

Date: 6/17/07

West Virginia University

Purchase Change Request

FY 7	Buyer T	Date 10/13/06	Acct # P2367	P. O Date 9/23/99	Order # 201048
Document		Purpose of Change (Check boxes applicable)			
<input type="checkbox"/> Requisition (Cancellation Only) <input type="checkbox"/> Regular Purchase Order <input type="checkbox"/> Contract Purchase Order <input type="checkbox"/> Open End Contract Purchase Order <input checked="" type="checkbox"/> Agreement		<input type="checkbox"/> Cancellation <input type="checkbox"/> Increase/Decrease <input type="checkbox"/> Unused Balance(\$25.00 Maximum) <input type="checkbox"/> Freight <input type="checkbox"/> Renewal <input type="checkbox"/> Extension Error			
		<input type="checkbox"/> Error in Total Amount <input type="checkbox"/> Change of Account <input checked="" type="checkbox"/> Change of Vendor Name/ Address <input type="checkbox"/> Other			

Vendor Name, Address, FEIN, Phone

Paciolan, Inc.
5171 California Avenue
Suite 200
Irvine, CA 92617

Spending Unit Name & Address

West Virginia University
Department of Intercollegiate Athletics
PO Box 0877
Morgantown, WV 26507

Item#	Quantity	Unit M	Description	Unit Price	Extended Price
			Change Order # <u>16</u> PLEASE AMEND CONTRACT AS FOLLOWS: Modify vendor information as per the attached documentation from Paciolan Inc. dated October 4, 2006. NOW READS: Paciolan, Inc. 17305 Von Karman Avenue Irvine, CA 92614		
			CHANGE TO READ: Paciolan Inc. 5171 California Avenue Suite 200 Irvine, CA 92617		
			Effective Date: October 4, 2006		

Reason for Change:

Vendor has changed location.

Previous Total \$ Open End

Increase \$

Decrease \$

New Total \$ Open End

Funding Paragraph

Service performed under this contract is to be continued in the succeeding fiscal year contingent upon funds being appropriated by the Legislature for this service. In the event funds are not appropriated for this service, this contract becomes of no effect and is null and void after June 30.

Approved

Leisa M. Castor 10-13-06
 Procurement Officer Date
Rlp 13 Oct 2006
 Chief Procurement Officer Date

WVU FOIA #19125-094

WVU FOIA #19209-100

Paciolan

Your tickets, your way.

October 4, 2006

Ruby Shrout
West Virginia University
Office Administrator, Sr.
P.O. Box 0877
Morgantown, WV 26507-0877

Dear Ruby,

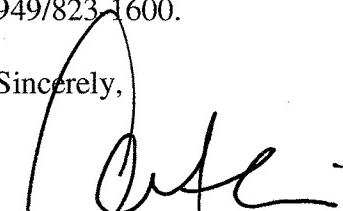
This letter is to confirm Paciolan's most recent move, effective immediately.

Old Address:
17305 Von Karman Ave.
Irvine, CA 92614

New Address:
5171 California Ave.
Suite 200
Irvine, CA 92617

Please let me know if you require any additional information. I can be reached at 949/823-1600.

Sincerely,


Amit Kothari
CFO

**West Virginia University
Purchase Change Request**

FY	Buyer	Date	Acct #	P. O Date	Order #
7	T	7/19/06	P2367	9/23/99	201048
Document <input type="checkbox"/> Requisition (Cancellation Only) <input type="checkbox"/> Regular Purchase Order <input type="checkbox"/> Contract Purchase Order <input type="checkbox"/> Open End Contract Purchase Order <input checked="" type="checkbox"/> Agreement		Purpose of Change (Check boxes applicable) <input type="checkbox"/> Cancellation <input checked="" type="checkbox"/> Increase/Decrease <input type="checkbox"/> Unused Balance(\$25.00 Maximum) <input type="checkbox"/> Freight <input type="checkbox"/> Renewal <input type="checkbox"/> Extension Error <input type="checkbox"/> Error in Total Amount <input type="checkbox"/> Change of Account <input type="checkbox"/> Change of Vendor Name/ Address <input type="checkbox"/> Other			

Vendor Name, Address, FEIN, Phone #

Paciolan, Inc.
17305 Von Karman Avenue
Irvine, CA 92614

Spending Unit Name & Address

West Virginia University
Department of Intercollegiate Athletics
PO Box 0877
Morgantown, WV 26507

Item#	Quantity	Unit M	Description	Unit Price	Extended Price
			<p>Change Order # <u>15</u></p> <p>PLEASE AMEND CONTRACT AS FOLLOWS:</p> <p>Provide Software Maintenance for Basic+ Consulting Service level with 24-Users for t.Fund, Accounts Receivable, t.Res, and t.Credit for the Support Term: July 1, 2006 - June 30, 2007. The Quarterly Service Charge is \$9,528.00, as per the attached documentation, and according to all terms and conditions contained in the original contract and subsequent change orders.</p> <p>Effective Date: July 1, 2006</p>		

Reason for Change:

To designate Service Charge for current support term.

Previous Total \$ Open End

Increase \$

Decrease \$

New Total \$ Open End

Funding Paragraph

Service performed under this contract is to be continued in the succeeding fiscal year contingent upon funds being appropriated by the Legislature for this service. In the event funds are not appropriated for this service, this contract becomes of no effect and is null and void after June 30.

Approved

Jerry M. Castor 7-19-06
Procurement Officer Date

Betty Fox 7-19-06
Chief Procurement Officer Date

WVU FOIA #19125-096

WVU FOIA #19209-102

Support Fee Schedule

Customer: West Virginia Univ.- Athletics

Support Term: July 1, 2006 through June 30, 2007 or the Termination of the Master Agreement, whichever should occur first.

Service Program and Quarterly Service Charge:

Basic + Consulting	\$9,528.00
--------------------	------------

Licenses UniVerse (concurrent) Users: 24

Covered Hardware Products:

As set forth in the Paciolan Services Policies

Covered Software Products:

t.Fund, Accounts Receivable, t.Res, T.Credit

Signatures:

The following are the signatures of representatives of Paciolan and CUSTOMER who have legal authority to bind their respective organizations and by signing have consummated this contract:

Paciolan

By Linda Reimer

Name: Linda Reimer

Title: Sr. Director, Customer Service

Date: April 25, 2006

West Virginia Univ.- Athletics

By: Russ Sharp

Name: Russ Sharp

Title: Assoc. Athletic Dir.

Date: May 3, 2006

AGREEMENT ADDENDUM

In the event of conflict between this addendum and the agreement, this addendum shall control:

1. **ARBITRATION** - Any references to arbitration contained in the agreement are hereby deleted. Disputes arising out of the agreement shall be presented to the West Virginia Court of Claims.
2. **HOLD HARMLESS** - Any clause requiring the Agency to indemnify or hold harmless any party is hereby deleted in its entirety.
3. **GOVERNING LAW** - The agreement shall be governed by the laws of the State of West Virginia. This provision replaces any references to any other State's governing law.
4. **TAXES** - Provisions in the agreement requiring the Agency to pay taxes are deleted. As a State entity, the Agency is exempt from Federal, State, and local taxes and will not pay taxes for any Vendor including individuals, nor will the Agency file any tax returns or reports on behalf of Vendor or any other party.
5. **PAYMENT** - Any references to prepayment are deleted. Payment will be in arrears.
6. **INTEREST** - Should the agreement include a provision for interest on late payments, the Agency agrees to pay the maximum legal rate under West Virginia law. All other references to interest or late charges are deleted.
7. **RECOUPMENT** - Any language in the agreement waiving the Agency's right to set-off, counterclaim, recoupment, or other defense is hereby deleted.
8. **FISCAL YEAR FUNDING** - Service performed under the agreement may be continued in succeeding fiscal years for the term of the agreement, contingent upon funds being appropriated by the Legislature or otherwise being available for this service. In the event funds are not appropriated or otherwise available for this service, the agreement shall terminate without penalty on June 30. After that date, the agreement becomes of no effect and is null and void. However, the Agency agrees to use its best efforts to have the amounts contemplated under the agreement included in its budget. Non-appropriation or non-funding shall not be considered an event of default.
9. **STATUTE OF LIMITATION** - Any clauses limiting the time in which the Agency may bring suit against the Vendor, lessor, individual, or any other party are deleted.
10. **SIMILAR SERVICES** - Any provisions limiting the Agency's right to obtain similar services or equipment in the event of default or non-funding during the term of the agreement are hereby deleted.
11. **ATTORNEY FEES** - The Agency recognizes an obligation to pay attorney's fees or costs only when assessed by a court of competent jurisdiction. Any other provision is invalid and considered null and void.
12. **ASSIGNMENT** - Notwithstanding any clause to the contrary, the Agency reserves the right to assign the agreement to another State of West Virginia agency, board or commission upon thirty (30) days written notice to the Vendor and Vendor shall obtain the written consent of Agency prior to assigning the agreement.
13. **LIMITATION OF LIABILITY** - The Agency, as a State entity, cannot agree to assume the potential liability of a Vendor. Accordingly, any provision limiting the Vendor's liability for direct damages or limiting the Vendor's liability under a warranty to a certain dollar amount or to the amount of the agreement is hereby deleted. In addition, any limitation is null and void to the extent that it precludes any action for injury to persons or for damages to personal property.
14. **RIGHT TO TERMINATE** - Agency shall have the right to terminate the agreement upon thirty (30) days written notice to Vendor.
15. **TERMINATION CHARGES** - Any provision requiring the Agency to pay a fixed amount or liquidated damages upon termination of the agreement is hereby deleted. The Agency may only agree to reimburse a Vendor for actual costs incurred or losses sustained during the current fiscal year due to wrongful termination by the Agency prior to the end of any current agreement term.
16. **RENEWAL** - Any reference to automatic renewal is hereby deleted. The agreement may be renewed only upon mutual written agreement of the parties.
17. **INSURANCE** - Any provision requiring the Agency to insure equipment or property of any kind and name the Vendor as beneficiary or as an additional insured is hereby deleted.
18. **RIGHT TO NOTICE** - Any provision for repossession of equipment without notice is hereby deleted. However, the Agency does recognize a right of repossession with notice.
19. **ACCELERATION** - Any reference to acceleration of payments in the event of default or non-funding is hereby deleted.
20. **AMENDMENTS** - All amendments, modifications, alterations or changes to the agreement shall be in writing and signed by both parties. No amendment, modification, alteration or change may be made to this addendum without the express written approval of the Purchasing Division and the Attorney General.

ACCEPTED BY:

STATE OF WEST VIRGINIA

Spending Unit: West Virginia One.

Signed: Jerry M. Castor

Title: SP. PROGRAM ADMINISTRATOR

Date: 7-18-06

VENDOR

Company Name: Linda Paciolan

Signed: Linda Paciolan

Title: Sr Director Cust Service

Date: 6-14-06

West Virginia University
Purchase Change Request

FY	Buyer	Date	Acct #	P. O Date	Order #
6	T	10/3/05	P2367	9/23/99	201048

Document	Purpose of Change (Check boxes applicable)				
<input type="checkbox"/> Requisition (Cancellation Only)	<input type="checkbox"/> Cancellation				
<input type="checkbox"/> Regular Purchase Order	<input checked="" type="checkbox"/> Increase/Decrease				
<input type="checkbox"/> Contract Purchase Order	<input type="checkbox"/> Unused Balance(\$25.00 Maximum)				
<input type="checkbox"/> Open End Contract Purchase Order	<input type="checkbox"/> Freight				
<input checked="" type="checkbox"/> Agreement	<input type="checkbox"/> Renewal				
	<input type="checkbox"/> Extension Error				
	<input type="checkbox"/> Error in Total Amount				
	<input type="checkbox"/> Change of Account				
	<input type="checkbox"/> Change of Vendor Name/ Address				
	<input type="checkbox"/> Other				

Vendor Name, Address, FEIN, Phone #

Paciolan, Inc.
17305 Von Karman Avenue
Irvine, CA 92614

Spending Unit Name & Address

West Virginia University
Department of Intercollegiate Athletics
PO Box 0877
Morgantown, WV 26507

Item#	Quantity	Unit M	Description	Unit Price	Extended Price
			<p style="text-align: center;">Change Order # <u>14</u></p> <p>PLEASE AMEND CONTRACT AS FOLLOWS:</p> <p>Incorporate the attached document in the existing contract.</p> <p>AMENDMENT No. 2 to SYSTEM PURCHASE CONTRACT: To upgrade certain Paciolan Software identified in the Supplemental Investment Addendum and provide additional services.</p> <p>Effective Date: August 30, 2005</p>		

Reason for Change:	Previous Total \$ <u> </u> Open End
To upgrade software and provide additional services.	Increase \$ <u> </u>
	Decrease \$ <u> </u>
	New Total \$ <u> </u> Open End

Funding Paragraph

Service performed under this contract is to be continued in the succeeding fiscal year contingent upon funds being appropriated by the Legislature for this service. In the event funds are not appropriated for this service, this contract becomes of no effect and is null and void after June 30.

Approved

10-3-05

Procurement Officer

Date


3 Oct 2005

Chief Procurement Officer

Date

WVU FOIA #19125-099
WVU FOIA #19209-105

**AMENDMENT NO.2 TO
SYSTEM PURCHASE CONTRACT**

This Amendment No.2 ("Amendment") to that certain System Purchase Contract dated as of March 10, 1999, as amended and supplemented from time to time ("Original Agreement") is entered into effective as of August 30, 2005 ("Amendment Effective Date") by and between Paciolan, Inc., a Delaware corporation ("Paciolan"), and the West Virginia University ("Customer").

Background

Paciolan and Customer now desire to further amend and supplement the Original Agreement as specified below in order to (i) upgrade certain Paciolan software identified in the Supplemental Investment Addendum and (ii) provide additional services, subject to all terms and conditions herein.

In consideration of the foregoing and other good and valuable consideration, the receipt of which is hereby acknowledged, the parties hereto agree to amend the Original Agreement as follows.

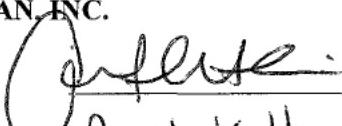
Original Agreement Amendment

1. **Supplemental Investment Addenda.** There is hereby added to the Investment Addenda to the Original Agreement, the Supplemental Investment Addendum attached hereto as Exhibit A. The Supplemental Investment Addendum supplements the applicable Investment Addenda to the Original Agreement and contains (i) the listing of new Paciolan software and services being provided to Customer under this Amendment, all as listed in the Supplemental Investment Addendum and (ii) the fees to be paid by Customer. Customer shall pay to Paciolan the fees set forth in the Supplemental Investment Addendum in accordance with the Original Agreement as amended by this Amendment.

All exhibits attached hereto are incorporated herein by reference. Except as amended by this Amendment, all terms and conditions, including the defined terms, set forth in the Original Agreement shall remain in full force and effect. If there is any conflict between the terms of this Amendment and the Original Agreement, then the terms of this Amendment shall prevail.

IN WITNESS WHEREOF, the parties have caused this Amendment to be executed and do each hereby represent that their respective signatory whose signature appears below has been and is on the Amendment Effective Date duly authorized by all necessary and appropriate corporate action to execute this Amendment.

PACIOLAN, INC.

Signature: 
Name: Amit Kothari
Title: CFO
Date: 9-1-05

WEST VIRGINIA UNIVERSITY

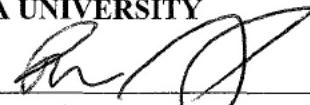
Signature: 
Name: Russ Sharp
Title: Assoc. Ath DIR
Date: 8-30-05

Exhibit A
Supplemental Investment Addendum

HARDWARE, SOFTWARE AND SERVICES				
Qty	Description	Unit Price	Ext Price	QSC
SOFTWARE				
Applications Software				
1	t.Res (Ticketing) Software	N/C	N/C	*
1	Paciolan Client Software for use with Seat Map	N/C	N/C	N/A
1	t.Fund (Fund Development) Software	N/C	N/C	*
1	t.Credit (Credit Authorization) Software	N/C	N/C	*
1	e.Venue Software	N/C	N/C	*
Total Software			\$ -	
PROFESSIONAL SERVICES				
t.Res, t.Fund, t.Credit Software Upgrade Services				
1	t.Res, t.Fund and t.Credit v6.6 or v6.7 to v6.8 Upgrade^	\$ 9,000	\$ 9,000	N/A
	Project Management		\$ -	
	Software Installation and Conversion		\$ -	
	Remote Training**		\$ -	
e.Venue Services				
1	e.Venue v6.8 Upgrade	\$ 7,000	\$ 7,000	N/A
	Standard Site Upgrade^			
	Software Configuration & Installation			
	Project Management			
	Set-up & Configuration for Monitoring Services			
Total Services			\$ 16,000	
N/C - No Additional Charge N/A - Not Applicable				
QSC - Manufacturer's Quarterly Service Charge				
* Included in Paciolan Maintenance and Support Program				
** New features in t.Res 6.8 are reviewed in a remote training session using the standard Paciolan curriculum.				
Topics covered for each new feature: Business Rationale, Functionality Walk-Through, Application Configuration, and Implementation Options.				
Minimum PC Requirements: Windows XP or 2000 Professional, 733MHz Pentium CPU, 512MB RAM, 2GB Free Disk Space, Network Interface Card, XGA or better video card, XGA or better compatible monitor				
^ Access Management version 7.1 must be upgraded in order to operate with t.Res 6.8. All other Access Management versions are compatible with t.Res 6.8. Electronic delivery of miscellaneous items is supported by Access Management version 2.1 only.				
^ Standard site upgrade work is based on standard Paciolan templates, which includes client branding and standard look and feel of client's Web site. Extended, customized HTML design, beyond this level, requires an approved Statement of Work (SOW) and will be quoted separately.				

ADDITIONAL TRANSACTION FEES		thru 6/30/06	thru 6/30/07	thru 6/30/08	thru 6/30/09	thru 6/30/10
Description						
Item Packages (1)						
Maximum Fee Per an Item Package		\$ 20.00	\$ 33.00	\$ 33.00	\$ 33.00	\$ 33.00

1 Single Ticket or Value/Misc. Item fees apply to each item within an Item Package, up to the Maximum Fee Per an Item Package.

FEES	
HARDWARE	\$ -
SOFTWARE	\$ -
PROFESSIONAL SERVICES	<u>\$ 16,000</u>
 DISCOUNT	 \$ (16,000)
 TOTAL	 \$ -
PAYMENT TERMS	
DUE on the Effective Date	\$ -

AGREEMENT ADDENDUM

In the event of conflict between this addendum and the agreement, this addendum shall control:

1. **ARBITRATION** - Any references to arbitration contained in the agreement are hereby deleted. Disputes arising out of the agreement shall be presented to the West Virginia Court of Claims.
2. **HOLD HARMLESS** - Any clause requiring the Agency to indemnify or hold harmless any party is hereby deleted in its entirety.
3. **GOVERNING LAW** - The agreement shall be governed by the laws of the State of West Virginia. This provision replaces any references to any other State's governing law.
4. **TAXES** - Provisions in the agreement requiring the Agency to pay taxes are deleted. As a State entity, the Agency is exempt from Federal, State, and local taxes and will not pay taxes for any Vendor including individuals, nor will the Agency file any tax returns or reports on behalf of Vendor or any other party.
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6. **INTEREST** - Should the agreement include a provision for interest on late payments, the Agency agrees to pay the maximum legal rate under West Virginia law. All other references to interest or late charges are deleted.
7. **RECOUPMENT** - Any language in the agreement waiving the Agency's right to set-off, counterclaim, recoupment, or other defense is hereby deleted.
8. **FISCAL YEAR FUNDING** - Service performed under the agreement may be continued in succeeding fiscal years for the term of the agreement, contingent upon funds being appropriated by the Legislature or otherwise being available for this service. In the event funds are not appropriated or otherwise available for this service, the agreement shall terminate without penalty on June 30. After that date, the agreement becomes of no effect and is null and void. However, the Agency agrees to use its best efforts to have the amounts contemplated under the agreement included in its budget. Non-appropriation or non-funding shall not be considered an event of default.
9. **STATUTE OF LIMITATION** - Any clauses limiting the time in which the Agency may bring suit against the Vendor, lessor, individual, or any other party are deleted.
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20. **AMENDMENTS** - All amendments, modifications, alterations or changes to the agreement shall be in writing and signed by both parties. No amendment, modification, alteration or change may be made to this addendum without the express written approval of the Purchasing Division and the Attorney General.

ACCEPTED BY:

STATE OF WEST VIRGINIA

Spending Unit: West Virginia University

Signed: A. O.

Title: Asst. Attn Dir

Date: 8-30-05

VENDOR

Company Name: Paciolan, Inc.

Signed: C. Holley

Title: CFO

Date: 8-1-05

West Virginia University

Purchase Change Request

FY	Buyer	Date	Acct #	P. O Date	Order #
6	T	8/30/05	P2367	9/23/99	201048

Document

<input type="checkbox"/>	Requisition (Cancellation Only)
<input type="checkbox"/>	Regular Purchase Order
<input type="checkbox"/>	Contract Purchase Order
<input type="checkbox"/>	Open End Contract Purchase Order
<input checked="" type="checkbox"/>	Agreement

Purpose of Change (Check boxes applicable)

<input type="checkbox"/>	Cancellation
<input checked="" type="checkbox"/>	Increase/Decrease
<input type="checkbox"/>	Unused Balance(\$25.00 Maximum)
<input type="checkbox"/>	Freight
<input type="checkbox"/>	Renewal
<input type="checkbox"/>	Extension Error

<input type="checkbox"/>	Error in Total Amount
<input type="checkbox"/>	Change of Account
<input type="checkbox"/>	Change of Vendor Name/ Address
<input type="checkbox"/>	Other

Vendor Name, Address, FEIN, Phone

Paciolan, Inc.
17305 Von Karman Avenue
Irvine, CA 92614

Spending Unit Name & Address

West Virginia University
Department of Intercollegiate Athletics
PO Box 0877
Morgantown, WV 26507

Item#	Quantity	Unit M	Description	Unit Price	Extended Price
			<p>Change Order # <u>13</u></p> <p>PLEASE AMEND CONTRACT AS FOLLOWS:</p> <p>Provide Software Maintenance for Basic+ Consulting Service Level with 24-Users for t.Fund, Accounts Receivable, T.Res, T.Credit - Dial for the Support Term: July 1, 2005 - June 30, 2006. The Quarterly Service Charge is \$9,074.00, as per the attached documentation, and according to all terms and conditions contained in the original contract and subsequent change orders.</p> <p>Effective Date: July 1, 2005</p>		

Reason for Change:

To designate Service Charge for current support term.

Previous Total \$ Open End

Increase \$ _____

Decrease \$ _____

New Total \$ Open End

Funding Paragraph

Service performed under this contract is to be continued in the succeeding fiscal year contingent upon funds being appropriated by the Legislature for this service. In the event funds are not appropriated for this service, this contract becomes of no effect and is null and void after June 30.

Approved

Jeri M. Castor 8-30-05
Procurement Officer Date

Rufi Clarnati 30 August 2005
Chief Procurement Officer Date

Support Fee Schedule

Customer: West Virginia Univ.- Athletics

Support Term: July 1, 2005 through June 30, 2006 or the Termination of the Master Agreement, whichever should occur first.

Service Program and Quarterly Service Charge:

Basic + Consulting	\$9,074.00
--------------------	-------------------

Licenses UniVerse (concurrent) Users: 24

Covered Hardware Products:

As set forth in the Paciolan Services Policies

Covered Software Products:

t.Fund, Accounts Receivable, t.Res, t.Credit -Dial

Signatures:

The following are the signatures of representatives of Paciolan and CUSTOMER who have legal authority to bind their respective organizations and by signing have consummated this contract:

Paciolan

By: 

Name: Robert Alexander

Title: V.P. Customer Services

Date: May 6th, 2005

West Virginia Univ.- Athletics

By: 

Name: Russ Sharp

Title: Assoc. Ath. Dir.

Date: 6/7/05



AGREEMENT ADDENDUM

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19. **ACCELERATION** - Any reference to acceleration of payments in the event of default or non-funding is hereby deleted.
20. **AMENDMENTS** - All amendments, modifications, alterations or changes to the agreement shall be in writing and signed by both parties. No amendment, modification, alteration or change may be made to this addendum without the express written approval of the Purchasing Division and the Attorney General.

ACCEPTED BY:

STATE OF WEST VIRGINIA

Spending Unit: West Virginia University

Signed: MWD

Title: Assoc. Athletu Dir

Date: 8-16-05

VENDOR

Company Name: Paschal, Inc.

Signed: B. D. Dea

Title: V.P. Strategic Accounts

Date: 8-11-05

**West Virginia University
Purchase Change Request**

FY	Buyer	Date	Acct #	P. O Date	Order #
5	T	3/8/2005	P2367	9/23/1999	201048
Document		Purpose of Change (Check boxes applicable)			
<input type="checkbox"/> Requisition (Cancellation Only) <input type="checkbox"/> Regular Purchase Order <input type="checkbox"/> Contract Purchase Order <input type="checkbox"/> Open End Contract Purchase Order <input checked="" type="checkbox"/> Agreement		<input type="checkbox"/> Cancellation <input checked="" type="checkbox"/> Increase/Decrease <input type="checkbox"/> Unused Balance(\$25.00 Maximum) <input type="checkbox"/> Freight <input type="checkbox"/> Renewal <input type="checkbox"/> Extension Error		<input type="checkbox"/> Error in Total Amount <input type="checkbox"/> Change of Account <input type="checkbox"/> Change of Vendor Name/ Address <input type="checkbox"/> Other	

Vendor Name, Address, FEIN, Phone #

Paciolan, Inc.
17305 Von Karman Avenue
Irvine, CA 92614

Spending Unit Name & Address

West Virginia University
Department of Intercollegiate Athletics
PO Box 0877
Morgantown, WV 26507

Item#	Quantity	Unit M	Description	Unit Price	Extended Price
			Change Order # <u>12</u> PLEASE AMEND CONTRACT AS FOLLOWS: Incorporate the attached documents in the existing contract. AMENDMENT TO DATA PROCESSING SYSTEM PURCHASE CONTRACT. To upgrade Paciolan's t.Res; t.Credit, a.AR, and e.Venue software to version 6.7 and to provide for the Renewal of the e.Venue Addendum. Effective Period: January 31, 2005 through June 30, 2010 Effective Date: January 31, 2005. SOFTWARE LICENSE AND SERVICES AGREEMENT. Incorporates e.Venue Software & Service Fees, e.Venue Hardware & Operating Environment, and e.Venue Professional Services. Effective Date: June 21, 2001. SYSTEM PURCHASE CONTRACT. Purchase of a data processing system consisting of Hardware, Software and Operating Environment. Effective Date: March 10, 1999.		

Reason for Change:

To incorporate amendments to the original agreement.

Previous Total:	\$ <u>Open End</u>
Increase	\$ _____
Decrease	\$ _____
New Total	\$ <u>Open End</u>

Funding Paragraph

Service performed under this contract is to be continued in the succeeding fiscal year contingent upon funds being appropriated by the Legislature for this service. In the event funds are not appropriated for this service, this contract becomes of no effect and is null and void after June 30.

Approved



James Bennett 3.9.05
Date

**AMENDMENT TO
DATA PROCESSING SYSTEM PURCHASE CONTRACT**

This Amendment (“Amendment”) to that certain Data Processing System Purchase Contract dated effective as of March 10, 1999 (“Original Agreement”), as amended, is entered into effective as of January 31, 2005 (“Effective Date”) by and between **PACIOLAN, INC.**, a Delaware corporation, (“Paciolan”) and **WEST VIRGINIA UNIVERSITY** having a principal place of business in Morgantown, West Virginia 26507 (“Customer”).

Background

In addition to the Original Agreement, Paciolan and Customer have previously entered into various amendments and supplemental agreements including but not limited to that certain Software License and Services Agreement entered into effective as of June 21, 2001 (“e.Venue Addendum”) which is an addendum to the Original Agreement. The Original Agreement, as previously supplemented and amended by the above-referenced amendments and supplemental agreements, is referred to herein as the “Master Agreement”.

Paciolan and Customer now desire to further amend and supplement the Master Agreement as specified below in order to (i) upgrade Paciolan’s t.Res; t.Credit, a.AR, and e.Venue software to version 6.7 (“6.7 Upgrade”) and (ii) provide for the renewal of the e.Venue Addendum subject to all terms and conditions herein.

In consideration of the foregoing and other good and valuable consideration, the receipt of which is hereby acknowledged, the parties hereto agree to amend the Master Agreement as follows.

Master Agreement Amendments

1. **Additional Terms.** There is hereby added to the Master Agreement or the e.Venue Addendum, as applicable, the additional provisions set forth on **Exhibit A** attached hereto.

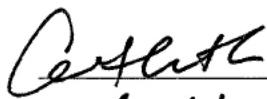
2. **Supplemental Investment Addenda.** There is hereby added to the Investment Addenda to the Master Agreement the Supplemental Investment Addendum attached hereto as **Exhibit B.** The Supplemental Investment Addendum supplements the Investment Addenda to the Master Agreement and contains (i) the listing of new software and services being provided to Customer under this Amendment (“New Products and Services”) and software and service fees applicable thereto, all as listed on Exhibit B-1 to the Supplemental Investment Addendum and (ii) the transaction fees applicable to Customer’s use of Paciolan Software licensed under the Master Agreement, all as listed on Exhibit B-2 to Supplemental Investment Addendum. Customer shall pay to Paciolan the costs and fees set forth in Exhibits B-1 and B-2 to the Supplemental Investment in accordance with and by the due dates as set forth therein. As of the Effective Date, all transaction fees listed on all Investment Addenda to the Master Agreement are superseded and replaced by the fees listed on Exhibit B-2 hereto.

All exhibits attached hereto are incorporated herein by reference. Except as amended by this Amendment, all terms and conditions of the Master Agreement, including the definitions, are hereby incorporated into this Amendment by reference, and the same meaning shall be ascribed to them for purposes of this Amendment. Except as amended by this Amendment, all other relevant terms and conditions set forth in the Master Agreement shall remain in full force and effect. If there is any conflict between the terms of this Amendment and the Master Agreement, then the terms of this Amendment shall prevail.

IN WITNESS WHEREOF, the parties have caused this Amendment to be executed and do each hereby represent that their respective signatory whose signature appears below has been and is on the Effective Date of this Amendment duly authorized by all necessary and appropriate corporate action to execute this Amendment.

PACIOLAN, INC.

Signature:


Antithesis
Name:
Amt bthm
Title:
ceo
Date:
1/28/05

WEST VIRGINIA UNIVERSITY

Signature:

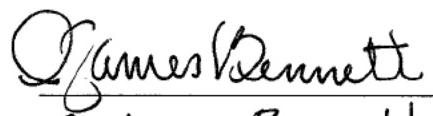

A. James Bennett
Name:
Sr Program Administrator
Title:
3-9-05
Date:

Exhibit A
Additional Terms

1. The section entitled "Term" in the e.Venue Addendum is hereby replaced in its entirety with the following:

Term and Termination

The term of this Agreement shall continue through June 30, 2010 ("Initial Term") and shall automatically renew for subsequent three year (3) year periods (each, a "Renewal Term") unless either party notifies the other in writing at least one hundred twenty (120) days prior to end of the Initial Term or the then-applicable Renewal Term, as applicable, of its intent not to renew this Agreement for a subsequent term. The Initial Term, together with any Renewal Terms, is referred to herein as the "Term". For any Renewal Period, Paciolan shall be entitled to increase or otherwise adjust its fees charged under this Agreement upon notice to Customer delivered prior to the commencement of the applicable Renewal Period. In the event Customer does not accept such a fee increase or other adjustment prior to the commencement of the applicable Renewal Term, this Agreement shall terminate on the expiration date of the then-current operative period.

Each party shall have the right to notify the other party of its intent to terminate this Agreement, and/or any related services being provided by Paciolan to Customer, prior to the stated expiration date of this Agreement in the event that the other party commits a material breach of the Agreement or related service addendum and fails to cure such breach within thirty days following its receipt of written notice of such breach from the non-breaching party. Such termination shall become effective on the thirtieth day following the date of the written notice of breach unless an extension to cure has previously been granted, has been granted, in which case the Agreement shall terminate effective as of the date stated in the extension notice if the breach has not been cured to the non-breaching party's satisfaction.

Exclusive Use

During the Term, Customer agrees to use the Paciolan software and services provided under this Agreement as its exclusive source for selling tickets, supporting the sale and resale of, tickets, and tracking and authenticating tickets sold to any Event scheduled or presented by Customer and made available generally to the public, via any and all means and methods, including, but not limited to, telephone, computer, Internet, and outlet.

2. The following new section is hereby added to the Master Agreement:

Confidentiality

Each party acknowledges that by reason of its relationship to the other party under this Agreement it may have access to Confidential Information of the other

party of special and unique nature and value. Each party agrees to maintain in confidence and use only as expressly permitted in this Agreement all Confidential Information received from the other, both orally and in writing. Each party shall protect the other party's Confidential Information with at least the same level of protection used with respect to its own confidential information but in no event less than reasonable care. For the purposes of this Agreement, the term "Confidential Information" means (i) for Paciolan, any Paciolan proposals, RFPs or bids, the Software, the terms of this Agreement, and any other non-public or proprietary information or materials; (ii) for Customer, any private, personally identifiable financial or credit information pertaining to Customer's end-users, Customer's banking information, the terms of this Agreement, and any other non-public or proprietary information or materials; provided, that Confidential Information shall not include information the receiving party can demonstrate (i) is or becomes a matter of public knowledge through no fault of the receiving party, (ii) was rightfully in the receiving party's possession, without obligation of confidentiality, prior to disclosure by the disclosing party, as evidenced by written records of the receiving party, (iii) subsequent to disclosure, is rightfully obtained by the receiving party from a third party in lawful possession of such Confidential Information, as evidenced by written records of the receiving party, without obligation of confidentiality, (iv) is independently developed by the receiving party without reference to or use of such Confidential Information, or (v) is required to be disclosed by law. Each party agrees to treat the terms of this Agreement as the Confidential Information of the other party. If either party is confronted with legal action to disclose any portion of the other party's Confidential Information, that party shall promptly notify and assist the other (at the other party's expense) in obtaining a protective order or other similar order, and shall thereafter disclose only the minimum of the other party's Confidential Information that is required to be disclosed in order to comply with the legal action, whether or not a protective order or other order has been obtained. Customer shall not disclose the results of any benchmark tests of the Paciolan Software to any third party without Paciolan's prior written approval. Notwithstanding the foregoing, Paciolan may disclose the terms of this Agreement to its accountants, attorneys and potential investors, acquirers and financing partners who have agreed in writing to receive it under terms at least as restrictive as those specified in this Agreement.

3. The following new section is hereby added to the Master Agreement:

Customer Data

All data pertaining to Customer and its end-users shall be Confidential Information. All such data shall be and will remain the property of Customer, and Paciolan shall, at no expense to Customer, provide Customer with reasonable access to any such data. Paciolan shall exercise commercially reasonable care for the protection of such data and shall maintain reasonable data integrity safeguards against the loss or corruption of such data. Promptly after the expiration or termination of this Agreement, Paciolan will, at Customer's direction, submit to Customer all data and files pertaining to Customer and its end-users in Paciolan's then standard format and media.

4. The following new section is hereby added to the Master Agreement:

Data Accounts

The use of the Paciolan Software is limited to the processing of one Data Account per licensed Paciolan Software module. Application of the Paciolan Software to the processing of further Data Accounts requires an amendment to this Agreement for each such usage. As used herein, “Data Account” means the database that contains, among other things, records of ticketing transactions and patron data (other than debit and credit card data or any data prohibited from being transferred to third parties without express consumer consent to do so), event schedules, and seating information.

6. The following new section is hereby added to the Master Agreement:

Upgrades

Customer agrees to upgrade any licensed versions of Paciolan or Third Party Software which are designated by Paciolan as superseded within one year following receipt of written notice that such Paciolan or Third Party Software version is superseded and will no longer be supported by Paciolan.

7. **e.Check Addendum (only applicable if Customer is using e.Check).**

The e.Venue Addendum is hereby amended to include the following new sections:

Electronic Transfer of Funds. Customer hereby appoints Paciolan (and Paciolan hereby accepts appointment from Customer) as its agent to make direct debits from individuals and entities that have agreed to purchase goods and services from Customer (each, an “Electronic Payment Consumer”) and to make corresponding credits to Customer for such goods and services. Customer will, and Paciolan will assist Customer to, submit data in the form required for the electronic debiting from each Electronic Payment Consumer’s bank deposit account. Customer and Paciolan will configure the e.Venue Software to obtain from each Electronic Payment Consumer all necessary information in proper form authorizing access to such Electronic Payment Consumer’s bank account to transfer payment amounts to Customer’s bank deposit account. Customer agrees to use commercially reasonable efforts to ensure that all data and entries submitted by the Electronic Payment Consumer are submitted to the applicable automated clearinghouse in correct form in a timely manner. Customer acknowledges that the applicable automated clearinghouse rules make provisional any credit given for an entry to an account until the financial institution crediting the account specified in the entry receives final settlement. If Customer’s financial institution does not receive final settlement from Electronic Payment Consumer’s financial institution within five business days after Paciolan debits Electronic Payment Consumer’s account for such amount, Electronic Payment Consumer’s financial institution is entitled to a refund from Customer and Electronic Payment Consumer shall not be deemed to have paid Customer for any such goods and services. The Paciolan System will maintain electronic records that are compliant with applicable automated clearing house rules for automated clearing house entries, and Customer agrees to retain the

electronic records for two (2) years after completion or revocation of such transaction.

Compliance with Law. Each party hereto agrees to comply with all laws, rules and regulations (whether federal, state or local, as well as any federal or regional automated clearing house rules) applicable to automatic and electronic transfers of funds, including, without limitation, laws, regulations and rules governing correct authorizations by consumers, disclosures and notices required in connection with electronic funds transfers, and all necessary waivers and releases.

Exhibit B
Supplemental Investment Addendum

Invoicing and Payment Terms for Recurring Periodic and Transaction-Based Fees

Recurring periodic fees and transactions-based fees are invoiced as set forth below. Invoices are due and payable on receipt and will be past due if Paciolan does not receive full payment within a period of ten (10) days from date of the invoice. Failure to remit the full amount during this period will entitle Paciolan to collect interest. Late payments shall bear interest on the unpaid amount due at one and one-half percent (1.5%) per month or the maximum allowed by law, which ever is the lower. Any dispute of an amount invoiced must be reported to Paciolan within five (5) working days from Customer's receipt of the invoice.

<u>Type of Fee</u>	<u>Invoicing</u>
Maintenance or Support Fees	Invoiced quarterly in advance
All other recurring periodic Fees	Invoiced monthly in advance
Transaction or Per Item-Based Fees	Invoiced monthly in arrears
Any fees not specifically listed above	Invoiced monthly in advance

Minimum Annual Fees. As to minimum annual fees specified below ("Minimum Annual Fees") Customer will guarantee to Paciolan such fees. For the term of the Master Agreement, Customer's Minimum Annual Fees period will begin on July 1 of each year and end on June 30 of the following year. Should at the end of an annual period the total fees subject to a Minimum Annual Fee requirement paid by Customer to Paciolan be less than the amount of the specified Minimum Annual Fee amount, Paciolan will invoice Customer, and Customer shall immediately pay to Paciolan, the balance remaining after subtracting the actual fees subject to a Minimum Annual Fee requirement paid to Paciolan during the period from the specified Minimum Annual Fee amount.

Exhibit B-1
Supplemental Investment Addendum

SOFTWARE AND SERVICES					
Qty	Description		Unit Price	Ext Price	QSC
SOFTWARE					
Applications Software					
1	t.Res (Ticketing) Software		N/C	N/C	²
1	Paciolan Client Software for use with Seat Map		N/C	N/C	N/A
1	t.Fund (Fund Development) Software		N/C	N/C	²
1	t.Credit (Credit Authorization) Software		N/C	N/C	²
1	a.AR (Accounts Recievable) Software		N/C	N/C	²
18	SB Client Windows/GUI Emulation Software Update to v5.3		N/C	N/C	Included
1	t.Res ODBC Dictionary		N/C	N/C	Included
1	t.Fund ODBC Dictionary		N/C	N/C	Included
Operating System Products					
Unlimited User IBM AIX 5.2 Operating System License:					
1	IBM Software Maintenance for AIX 5.2 (1-year term)		Supplied by Customer		
24	SB Runtime (Server Edition) Release 5.3 Update		N/C	N/C	Included
1	24-User UniVerse version 10.0.11 DBMS Release Update		N/C	N/C	N/A
Total Software					\$0
N/C - No Additional Charge N/A - Not Applicable					
QSC - Manufacturer's Quarterly Service Charge					
² Included in Paciolan Maintenance and Support Program.					
PROFESSIONAL SERVICES³					
t.Res, t.Fund, a.AR v6.7 Upgrade					
2	Day(s), Project Management		\$1,600	\$3,200	N/A
1	Day(s), Software Installation and Conversion		\$1,400	\$1,400	N/A
1	Day(s), SB Client & Operating system Upgrade		\$1,400	\$1,400	N/A
5	Day(s), Installation/Training (may be done remotely)		\$1,400	\$7,000	N/A
PROFESSIONAL SERVICES³ continued					
e.Venue Upgrade					
1	e.Venue Upgrade		\$6,900	\$6,900	N/A
	- Standard Site Upgrade ⁴				
	- Software Configuration & Installation				
	- Project Management				
	- Set-up & Configuration for Monitoring Services				
Total Services					\$19,900
N/C - No Additional Charge N/A - Not Applicable					
QSC - Manufacturer's Quarterly Service Charge					
³ All services are estimates and based on 8-hour day, plus expenses (refer to Services Policies document).					
Travel expenses (airfare, meals, lodging, etc.) will be billed to customer as incurred.					
Unused training and consultation days will be credited to future service purchases.					
⁴ Standard site upgrade work is based on our standard Paciolan templates, which includes client branding and standard look and feel of client's Web site. Extended, customized HTML design, beyond this level, requires an approved Statement of Work (SOW) and will be quoted separately.					

FEES AND PAYMENT TERMS

FEES	
SOFTWARE	\$0
PROFESSIONAL SERVICES	<u>\$19,900</u>
SUB-TOTAL	\$19,900
TOTAL	\$19,900
PAYMENT TERMS	
DUE on the Effective Date	<u>\$19,900</u>

Exhibit B-2
Supplemental Investment Addendum

TRANSACTION FEES					
Description	thru 6/30/06	thru 6/30/07	thru 6/30/08	thru 6/30/09	thru 6/30/10
Single Ticket or Value/Misc. Item (1)					
Per Price of Ticket or Value/Misc. Item Sold via e.Venue	10.0%	8.0%	8.0%	8.8%	8.8%
Minimum Fee Per Ticket or Value/Misc. Item	\$1.00	\$0.50	\$0.50	\$0.50	\$0.50
Maximum Fee Per Ticket or Value/Misc. Item	\$3.50	\$3.50	\$3.50	\$4.00	\$4.00
New Combo / Multiple Event Items / Season Tickets (2)					
Per Price of Combo / Multiple Event Item Sold via e.Venue	\$6.00	8.0%	8.8%	8.8%	8.8%
Minimum Fee Per Combo / Multiple Event Item		\$2.00	\$2.00	\$2.00	\$2.00
Maximum Fee Per Combo / Multiple Event Item		\$10.00	\$10.00	\$10.00	\$10.00
Student Season Tickets					
Per Combo / Multiple Event Item Sold via e.Venue	\$6.00	\$6.50	\$7.00	\$7.00	\$7.50
If online Student Season Tickets is mandatory for all students	\$3.50	\$3.50	\$4.00	\$4.00	\$4.50
Renewals / Application Packages (3)					
Per Season Renewal Order or Application processed via e.Venue	\$6.00	\$6.75	\$6.75	\$7.50	\$7.50
(Note - includes 1st payment processed)					
Payment Plan Options					
Per additional payments processed via e.Venus	\$3.00	\$3.00	\$3.50	\$3.50	\$3.50
Online Donation Processing					
Per Transaction Value processed via e.Venue	5.0%	5.0%	5.0%	5.0%	5.0%
Minimum Fee Per Transaction	\$1.00	\$1.00	\$1.00	\$1.00	\$1.00
Maximum Fee Per Transaction	\$5.00	\$5.00	\$5.00	\$5.00	\$5.00
Electronic Transfers					
Per Single Ticket transfer processed via e.Venue	\$1.00	\$1.00	\$1.00	\$1.00	\$1.00
Electronic Returns					
Per Single Ticket returns processed via e.Venue	\$0.50	\$0.50	\$0.50	\$0.50	\$0.50
e.Check Transactions					
Per Check electronically processed	\$4.00	\$4.00	\$4.00	\$4.00	\$4.00
Electronic Ticket / Item Delivery from e.Venue and Back Office System(4)					
Per Ticket (includes electronic ticket delivery)	\$1.50	\$1.50	\$1.50	\$1.50	\$1.50
Per Order utilizing Patron ID Card/Device	\$1.50	\$1.50	\$1.50	\$1.50	\$1.50
e.Venue Guaranteed Minimum Annual Fee (5)	\$12,000	\$24,000	\$24,000	\$24,000	\$24,000
Integrated Group Ticket Window					
Per Ticket	\$1.50	\$1.50	\$1.50	\$1.50	\$1.50
Guaranteed Minimum Annual Fees (3)	\$2,500	\$2,500	\$2,500	\$2,500	\$2,500
Integrated Ticket Market Place					
Per Total Cost to Buyer (6)	15.0%	15.0%	15.0%	15.0%	15.0%
Per Price of Membership Sold (7)	25.0%	25.0%	25.0%	25.0%	25.0%
Minimum Fee Per Membership	\$6.00	\$6.00	\$6.00	\$6.00	\$6.00
Maximum Fee Per Membership					
Guaranteed Minimum Annual Fees (3)	\$5,000	\$5,000	\$7,500	\$7,500	\$7,500
Integrated Suite Market Place					
Per Total Cost to Buyer (6)	15.0%	15.0%	15.0%	15.0%	15.0%
Per Price of Membership Sold (7)	25.0%	25.0%	25.0%	25.0%	25.0%
Minimum Fee Per Membership	\$25.00	\$25.00	\$25.00	\$25.00	\$25.00
Guaranteed Minimum Annual Fees (3)	\$5,000	\$5,000	\$5,000	\$5,000	\$5,000

1 Per Ticket or Value Item Fee is based on the purchase price of each Ticket or Value Item transacted through e.Venue including non-ticket items such as merchandise. Zero-priced items sold through e.Venue will be charged the minimum fee for the item type.

2 Per Combo/Multiple Event Items Fee is based on the purchase price of each Combo/Multiple Event Item (including New Season or Subscription Tickets, Multiple Event Items, Mini Plays, and Designer Series) transacted through e.Venue. Fees will be applied per Combo Item, not per the number of events each combo item represents. Additional items sold in conjunction with a Combo Item will be charged at the Single item rates.

3 Additional items (i.e., items not being renewed) sold on application will be charged the standard fee for the item type.

4 Only Print at Home and Magnetic-Stripe ticket delivery methods from e.Venue are currently available. Fees for other forms of electronic ticket and item delivery apply as delivery methods become available. Fees apply to orders assigning items to an e.Venue delivery method.

5 Minimum Annual Fee period will begin on July 1st and end on June 30th of each year, prorated from date site is implemented.

6 Fee applies to total purchase price charged to buyer including ticket price and related fees paid by buyer.

7 Applies to membership fees charged to patrons for right to purchase items on Ticket Marketplace or Suite Marketplace.

AGREEMENT ADDENDUM

In the event of conflict between this addendum and the agreement, this addendum shall control:

1. **ARBITRATION** - Any references to arbitration contained in the agreement are hereby deleted. Disputes arising out of the agreement shall be presented to the West Virginia Court of Claims.
2. **HOLD HARMLESS** - Any clause requiring the Agency to indemnify or hold harmless any party is hereby deleted in its entirety.
3. **GOVERNING LAW** - The agreement shall be governed by the laws of the State of West Virginia. This provision replaces any references to any other State's governing law.
4. **TAXES** - Provisions in the agreement requiring the Agency to pay taxes are deleted. As a State entity, the Agency is exempt from Federal, State, and local taxes and will not pay taxes for any Vendor including individuals, nor will the Agency file any tax returns or reports on behalf of Vendor or any other party.
5. **PAYMENT** - Any references to prepayment are deleted. Payment will be in arrears.
6. **INTEREST** - Should the agreement include a provision for interest on late payments, the Agency agrees to pay the maximum legal rate under West Virginia law. All other references to interest or late charges are deleted.
7. **RECOUPMENT** - Any language in the agreement waiving the Agency's right to set-off, counterclaim, recoupment, or other defense is hereby deleted.
8. **FISCAL YEAR FUNDING** - Service performed under the agreement may be continued in succeeding fiscal years for the term of the agreement, contingent upon funds being appropriated by the Legislature or otherwise being available for this service. In the event funds are not appropriated or otherwise available for this service, the agreement shall terminate without penalty on June 30. After that date, the agreement becomes of no effect and is null and void. However, the Agency agrees to use its best efforts to have the amounts contemplated under the agreement included in its budget. Non-appropriation or non-funding shall not be considered an event of default.
9. **STATUTE OF LIMITATION** - Any clauses limiting the time in which the Agency may bring suit against the Vendor, lessor, individual, or any other party are deleted.
10. **SIMILAR SERVICES** - Any provisions limiting the Agency's right to obtain similar services or equipment in the event of default or non-funding during the term of the agreement are hereby deleted.
11. **ATTORNEY FEES** - The Agency recognizes an obligation to pay attorney's fees or costs only when assessed by a court of competent jurisdiction. Any other provision is invalid and considered null and void.
12. **ASSIGNMENT** - Notwithstanding any clause to the contrary, the Agency reserves the right to assign the agreement to another State of West Virginia agency, board or commission upon thirty (30) days written notice to the Vendor and Vendor shall obtain the written consent of Agency prior to assigning the agreement.
13. **LIMITATION OF LIABILITY** - The Agency, as a State entity, cannot agree to assume the potential liability of a Vendor. Accordingly, any provision limiting the Vendor's liability for direct damages or limiting the Vendor's liability under a warranty to a certain dollar amount or to the amount of the agreement is hereby deleted. In addition, any limitation is null and void to the extent that it precludes any action for injury to persons or for damages to personal property.
14. **RIGHT TO TERMINATE** - Agency shall have the right to terminate the agreement upon thirty (30) days written notice to Vendor.
15. **TERMINATION CHARGES** - Any provision requiring the Agency to pay a fixed amount or liquidated damages upon termination of the agreement is hereby deleted. The Agency may only agree to reimburse a Vendor for actual costs incurred or losses sustained during the current fiscal year due to wrongful termination by the Agency prior to the end of any current agreement term.
16. **RENEWAL** - Any reference to automatic renewal is hereby deleted. The agreement may be renewed only upon mutual written agreement of the parties.
17. **INSURANCE** - Any provision requiring the Agency to insure equipment or property of any kind and name the Vendor as beneficiary or as an additional insured is hereby deleted.
18. **RIGHT TO NOTICE** - Any provision for repossession of equipment without notice is hereby deleted. However, the Agency does recognize a right of repossession with notice.
19. **ACCELERATION** - Any reference to acceleration of payments in the event of default or non-funding is hereby deleted.
20. **AMENDMENTS** - All amendments, modifications, alterations or changes to the agreement shall be in writing and signed by both parties. No amendment, modification, alteration or change may be made to this addendum without the express written approval of the Purchasing Division and the Attorney General.

ACCEPTED BY:

STATE OF WEST VIRGINIA

Spending Unit: West Virginia University
Signed: James Bennett
Title: sr Program Administrator
Date: 3.9.05

VENDOR

Company Name: Paragon Inc.
Signed: Confite
Title: CFO
Date: 1/28/05

SOFTWARE LICENSE AND SERVICES AGREEMENT

This agreement (Agreement) is between **Paciolan, Inc.** ("Paciolan") a California Corporation, and **West Virginia University Intercollegiate Athletics** ("Customer"). It is addendum to, and is hereby incorporated into, the Data Processing System Purchase Contract entered into by Paciolan and Customer on March 10, 1999 and all subsequent addenda to that contract.

Attachments

The following is attached to this Agreement and incorporated herein:

- Paciolan Investment Analysis
- Paciolan Service Policies
- e.Venue Statement of Work
- e.Venue Service Mark Example

Software License

A complete list of the Software components (the Software) licensed under this Agreement is included in the Paciolan Investment Analysis attached and incorporated herein. The following software (the Paciolan Software) listed on the Investment Analysis is licensed to Customer for the term of this agreement (Agreement):

- Paciolan e.Venue Software System (e.Venue Software)

The e.Venue Software is restricted to use on the RS/6000, Machine Type 7024-E20 s/n 26-06561: now installed at Customer's site (the RS/6000).

The Paciolan Software, including its system design and the programs that realize that design, is the sole property of Paciolan. Customer's right is in the use of the Paciolan Software during the term of this Agreement provided that such use complies with the terms of this Agreement. This right is nonexclusive and nontransferable and is restricted to use at one operational site and only for the Customer's business purposes. The Paciolan Software may not be moved, modified, or copied without the written approval of Paciolan. Paciolan retains the sole right for licensing the Paciolan Software.

Paciolan warrants that the Paciolan Software will be free of material defects and that it will perform its intended functions as represented by Paciolan. This warranty does not cover loss of function due to any changes of hardware, operating system, or software made by any person other than Paciolan. Usage of Paciolan Software will not subject Customer to any charges except as provided herein, and will not expose Customer to liability for violations of copyrights or patents.

Hardware

A complete list of the hardware components (the Hardware) purchased under this Agreement is included in the Paciolan Investment Analysis attached and incorporated herein. The risk of damage or loss of the Hardware will become the responsibility of Customer immediately upon delivery at Customer's site regardless of whether the Hardware has been paid for at that time. The Hardware will be shipped to Customer, freight prepaid, in accordance with a mutually agreeable delivery schedule. The Hardware will be delivered to the following address:

West Virginia University
Intercollegiate Athletics
Coliseum
Morgantown, WV 26507
Attn: Debbie Travinski

SOFTWARE LICENSE AND SERVICES AGREEMENT

Web Site

Paciolan will create and maintain at a location of its choosing, a Customer-branded Internet Site (The Web Site) for the benefit of the Customer. The Web Site will provide to Customer the functions reasonably required for Customer to transact to the public it tickets, payments, orders and other items of value directly from the Customer's existing Paciolan software application through Paciolan's e.Venue software. Paciolan will take all reasonable steps to ensure that The Web Site is secure, functional and continually available to the Customer and the public (subject to reasonable downtime for maintenance, upgrades and repairs). Paciolan will notify Customer of any scheduled maintenance that will make The Web Site unavailable to the Customer and/or the public and will it will take reasonable steps to schedule such maintenance at a time mutually convenient to Paciolan and Customer.

Services

Included in this contract are the services for training, installation project management, customization related to the installation of the Web Site as further detailed in the Applications Software section of the Paciolan Investment Analysis and the e.Venue Statement of Work. The cost of these services is detailed on the Paciolan Investment Analysis.

Customer Responsibilities

Customer will take all reasonable steps to ensure that its Paciolan system is secure, functional and continually available to Paciolan through Paciolan's e.Venue software (subject to reasonable downtime for maintenance, upgrades and repairs). In addition, Customer agrees to maintain and update its event and price information to ensure maximum opportunity for transactions, provide and administer all credit card services used to complete transactions on the Web Site and to monitor the Web Site and to report to Paciolan the problems and anomalies encountered by it or its customers.

Customer agrees to fulfill its responsibilities as detailed in the attached e.Venue Statement of Work.

Software Support

Paciolan will provide Customer software support and services as provided for under the terms of the Software Support and Services Agreement (SSA) previously entered into by Paciolan and Customer. This includes service in the area of applications software, systems, network, and third-party operating environment support as described in the Paciolan Service Policies. Paciolan reserves the right to amend these policies provided that Customer is given written notice sixty (60) days prior to Paciolan implementing such amendments. Service hours and the type of service Customer will receive are based on Customer's choice of Service Programs as specified on the SSA.

Terms and Conditions

The following details the terms and conditions of the Software license and services provided under this Agreement:

1. Service Fees. Customer will pay Paciolan a service fee for each ticket, item, payment, or order transacted through the e.Venue broker. These service fees are itemized on the attached Investment Analysis. Customer will be responsible to remit such fees to Paciolan on a monthly basis.

SOFTWARE LICENSE AND SERVICES AGREEMENT

2. Minimum Fees. For the period from the date of the ratification of this Agreement to June 30, 2001, Customer will guarantee to Paciolan a minimum service fee (the Minimum Initial Fee) specified in the Investment Analysis attached herein. Should at the end of this period the total Service Fees paid by Customer to Paciolan be less than the amount of the Minimum Initial Fee, Paciolan will invoice Customer, and Customer shall immediately pay to Paciolan, the balance remaining after subtracting the actual Service Fees paid to Paciolan during the period from the Minimum Initial Fee amount.

In addition, Customer will guarantee to Paciolan the minimum annual service fee (the Minimum Annual Fee) specified in the Investment Analysis attached herein. The initial Minimum Annual Fee period will begin on July 1, 2001 and end on June 30 and subsequent periods will begin and end on the anniversary of those dates for the remaining term of this Agreement. Should at the end of each annual period the total Service Fees paid by Customer to Paciolan be less than the amount of the Minimum Annual Fee, Paciolan will invoice Customer, and Customer shall immediately pay to Paciolan, the balance remaining after subtracting the actual Service Fees paid to Paciolan during the period from the Minimum Annual Fee amount.

In the event that this agreement is terminated during an annual period, the Minimum Annual Fee will be prorated based on the number of days elapsed in the period prior to the date of termination.

3. Exclusive Use. During the term of this Agreement, Customer agrees to use e.Venue as its exclusive method of ticket inventory allocation or transfer to third parties and e.Venue and IBM Net.Commerce or such other Internet Commerce product that Paciolan may designate, as its exclusive Internet commerce system for ticket sales to the public or other third parties.
4. Service and Trade Mark. Paciolan shall have the right to include a service and/or trademark and a copyright notice on the main page of The Web Site. Paciolan shall have the right to continuously display the service and/or trademark and notice on The Web Site for the term of this Agreement. This service mark will be similar in form to the Paciolan e.Venue logo attached as an exhibit to this Agreement. This form will have an embedded link that when activated by mouse or keyboard action will open and display to the user a Paciolan site. Paciolan will take reasonable measures to ensure that the service mark and copyright notice do not detract from the overall aesthetics of the Web Site.
5. Term. Customer shall have the right to use the Software until June 30, 2006. This right will automatically be renewed for one year at that time and on June 30th of each subsequent year or until either party gives written notice of its intention to terminate this Agreement. Such notice will be provided 60 days in advance of the date of termination. Paciolan will have the right to modify its fees for the next contract period by giving written notice of such changes at least 60 days prior to the Agreement renewal date.

Payment Terms

Customer shall pay to Paciolan \$ 13,675.00 (the Contract Amount), which represents the sum of the cost of the products and services detailed on the Investment Analysis. Service fees due Paciolan will be invoiced monthly. Paciolan's invoices are due and payable on receipt. Invoices will be deemed past due if full payment is not remitted within thirty (30) days. Failure to remit any amount will when due shall entitle Paciolan to collect a late charge. Late payments shall bear interest on the unpaid amount due at one and one-half percent (1.5%) per month.

Payment of the Contract Amount shall be made to Paciolan according to the following schedule:

- 100% DUE ON Acceptance of Contract.

SOFTWARE LICENSE AND SERVICES AGREEMENT

Signatures

The signatures below are those of representatives who have legal authority to bind their respective organizations and consummate this Agreement. This Agreement does not alter any existing Agreement between Customer and Paciolan unless explicitly provided for herein. In the event of a conflict between the provisions of this Agreement and a previous Agreement, this Agreement will prevail.

Paciolan

Signature

Mark Adamson _____
Name _____

Secretary of the Board _____
Title _____

5/25/01
Date _____

CUSTOMER

Signature

Mike Parsons _____
Name _____

Assistant Athletic Director _____
Title _____

6/21/01
Date _____

Investment Analysis
e.Venue for
West Virginia University

e. VENUE SOFTWARE & SERVICE FEES

Qty	Description	Unit Price	Ext Price	Service Fee
Software				
1	PSI e.Venue Software System	N/C	N/C	N/A
Service Fees				
	Per Ticket or Item Fee*			10%
	Minimum Per Ticket or Item Fee			\$1.00
	Maximum Per Ticket or Item Fee			\$3.50
	Pre- or Post-Season Application, Season Order or Season Renewal Order Fees **			\$6.00 each
	Minimum Initial Fee			waived
	Minimum Annual Fee			\$12,000

* Per Ticket or Item Fee is based on the purchase price of each single Ticket or Item transacted through e.Venue.

** Pre- or Post-Season Application fees are based on the number of Pre- or Post-Season Applications completed through the e.Venue broker. Per Ticket or Item fee will not apply to Pre- or Post-Season Application orders.

TOTAL e. VENUE SOFTWARE & SERVICE FEES

Investment Analysis
e.Venue for
West Virginia University

e. VENUE HARDWARE AND OPERATING ENVIRONMENT			
Qty	Description	Unit Price	Ext Price
Hardware			
1	Sonic Wall Tele2 VPN Client	\$550	\$550
1	RS/6000 4.5GB Refurbished Disk	\$750	\$750
1	RS/6000 192MB Memory Addition (hardware does not include installation)	\$975	\$975
Operating Environment			
1	Unlimited User IBM AIX 4.3 Upgrade		Existing
1	24-User UniVerse DBMS 9.5 Upgrade		N/C
TOTAL e. VENUE HARDWARE & OPERATING ENVIRONMENT			
			\$2,275

Investment Analysis
e.Venue for
West Virginia University

e. VENUE PROFESSIONAL SERVICES

Qty	Description	Unit Price	Ext Price
Professional Services			
1	Activation Fee *	\$10,000	\$10,000
1	Day(s), AIX and UniVerse Upgrade	\$1,400	\$1,400
Additional Products and Services Information			
Verisign Certificate @ \$500 (Estimate)			
Verisign Credit Card Processing Setup Fee @ \$249 (Estimate)			
Verisign Credit Card Processing Monthly Fee @ \$59.95 (Estimate)			
* This fee covers basic web-site creation and customization, e.Venue training, mapping for up to 3 venues, and RS/6000 software installation and configuration. Extensive web site customization or venue mapping may require the purchase of additional services.			
Services are based on an 8-hour day plus expenses (refer to Paciolan Services Policies document). Travel expenses (airfare, meals, lodging, etc.) will be billed to customer as incurred.			
TOTAL e. VENUE PROFESSIONAL SERVICES		\$11,400	

Investment Analysis
e.Venue for
West Virginia University

INVESTMENT SUMMARY

Description	Price
e.Venue Software & Service Fees	
e.Venue Hardware & Operating Environment	\$2,275
e.Venue Professional Services	\$11,400
System Total	\$13,675

WVU-NUI

System Purchase Contract

This contract is between Paciolan Systems, Inc. (referred to as "PSI") and **West Virginia University** (referred to as "CUSTOMER"). The subject of this contract is the purchase from PSI by CUSTOMER of a data processing system (referred to as the "SYSTEM").

Attachments

Included as attachments to this contract and incorporated herein are the Hardware Addendum, the Applications Software and Services Addendum, the Operating Environment Addendum, the Software Usage Notice, the Software Support and Services Contract, and the Investment Addendum.

Components

The SYSTEM consists of the following components:

- (a) Hardware, which is purchased by CUSTOMER in accordance with the terms specified in the Hardware Addendum.
- (b) Software, the use of which is licensed to CUSTOMER in accordance with the terms of the Applications Software and Services Addendum.
- (c) Operating Environment, the use of which is licensed to CUSTOMER in accordance with the terms of the Operating Environment Addendum.

Payment and Credit Terms

CUSTOMER shall pay to PSI \$17,400, which represents the sum of the following prices, itemized in the Investment Addendum:

Applications Software	\$7,400
Project Management	\$10,000

These components are covered by this contract, according to the following schedule:

30%	\$5,220	DUE ON Installation
70%	\$12,180	DUE ON 7/1/99

*4/20/99
#22632
Cancelled
4/20/99
#22437
6/22/99
#23089*

Invoices are due and payable in accordance with the terms stated on each individual invoice. Failure to remit any amount when due shall entitle PSI to collect a late charge. Late payments shall bear interest on the unpaid amount due at one percent (1%) per month. Any disputes in amounts invoiced should be reported within five (5) working days to PSI to avoid assessment of late charges.

Separately Billable Items

Unless specifically itemized as part of this contract, the following items, if applicable, are the responsibility of the CUSTOMER and will be billed separately.

SHIPPING/HANDLING AND INSURANCE

All shipping, handling and insurance costs are the responsibility of CUSTOMER. Components will be shipped to CUSTOMER freight prepaid, and PSI will bill CUSTOMER as charges are incurred.

TRAVELING AND LODGING

Traveling, meals, and lodging expenses incurred by PSI personnel in the execution of this contract (for work agreed to in advance by CUSTOMER) will be billed to CUSTOMER as they are incurred.

DATA CONVERSIONS

Data conversions, if specified in the Investment Addendum, will be provided by PSI. These may include specification, design, programming, and documentation of data conversions and procedures, and assistance with the execution of the program. Additional services are available at PSI data conversion per diem rates plus any other related expenses.

TRAINING AND PROJECT MANAGEMENT

Training and Project Management services as detailed in the Investment Addendum will be performed by PSI. The anticipated cost of services is included in the Services section of the Investment Addendum of this contract. Any services beyond any so specified will require separate contracting and invoicing.

INSTALLATION SERVICES

Installation and related services detailed in the Investment Addendum will be performed by PSI. The anticipated cost of services is included in the Services section of the Investment Addendum of this contract. Any services beyond any so specified will require separate contracting and invoicing.

SALES TAX

CUSTOMER is responsible for payment of all applicable sales taxes. CUSTOMER warrants that any applicable sales taxes will be paid and evidence of payment will be provided to PSI upon request. If CUSTOMER is tax exempt, a copy of CUSTOMER's certificate of exemption should be returned to PSI with the signed purchase contract.

Defense Against Claims

CUSTOMER should notify PSI promptly in writing of any claim brought against CUSTOMER based on the contention that the usage by CUSTOMER of any component of the SYSTEM constitutes a property violation. Given such notification, and given complete authority, full information, and active assistance by CUSTOMER, PSI will defend against such claims at its own expense, and should any such claim succeed, then:

- (a) If any penalties are awarded against CUSTOMER, then PSI will reimburse CUSTOMER for these costs in full, and
- (b) If the judgment enjoins CUSTOMER from using any component of the SYSTEM, then PSI will resolve the issue by modifying or replacing the component, or, if that is not possible, by removing the component and reimbursing CUSTOMER for the component's purchase price.

PSI will not be liable for claims based on usage of any component of the SYSTEM involving either interconnection with any components not obtained from or approved by PSI, or applications not approved by PSI.

Limitation of Liability

PSI does not imply any guarantee not expressly stated in this contract. PSI is not liable for any indirect, special, or consequential damages arising out of the use of any of the components or services covered by this contract.

Acceptance

The SYSTEM will be deemed accepted by CUSTOMER as soon as it has been installed at CUSTOMER's designated location, has been subjected to tests carried out by PSI, has been declared operational by PSI and CUSTOMER, and as soon as CUSTOMER has received initial instruction from PSI in its use. CUSTOMER's acceptance of the SYSTEM does not nullify guarantees made by PSI in the Hardware, Software and Services or Operating Environment Addenda.

Maintenance and Support

Upon SYSTEM installation by PSI, CUSTOMER should enter into a Software Support and Services Contract with PSI.

For any services requested by CUSTOMER but not provided in the PSI Software Support and Services Contract, CUSTOMER will be responsible to contract with PSI on a time-and-materials basis or to secure the necessary support services through appropriate third-party organizations.

If requested by CUSTOMER, PSI agrees to provide an annual review of CUSTOMER's use of the SYSTEM on or about the anniversary date of the contract. This service shall be administered as an additional chargeable item.

Future Purchases

The terms of this contract will apply to any future purchases from PSI which augment the hardware and software set forth in the Investment Addendum unless explicitly excluded by agreement of CUSTOMER and PSI.

Amendments

This contract may be amended at any time during its term by a written agreement signed by authorized representatives of CUSTOMER and PSI.

Correspondence

All communications between CUSTOMER and PSI in connection with this contract should be in writing and addressed as follows:

To PSI:

Paciolan Systems, Inc.
2875 Temple Avenue
Long Beach, CA 90806
Attn: Diedre Fulmer
Contracts Administrator

To CUSTOMER:

West Virginia University
Intercollegiate Athletics Coliseum
Morgantown, WV 26507
Attn: John Twining

Settlement of Disputes

Any dispute affecting this contract will be resolved by submitting the dispute to an independent arbitrator chosen by agreement of PSI and CUSTOMER and such arbitration shall be conducted in accordance with the rules of the American Arbitration Association. It is agreed that the decision of this arbitrator shall be binding, and that the costs of settling the dispute shall be allocated among the parties by the arbitrator.

Purchase Orders

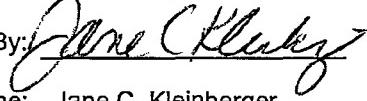
In the event of any conflict between this contract and the terms and conditions of any purchase order, the terms and conditions of this contract will prevail.

System Purchase Contract

Signatures

The following are the signatures of representatives of PSI and CUSTOMER who have legal authority to bind their respective organizations and by signing have consummated this contract:

Paciolan Systems, Inc.

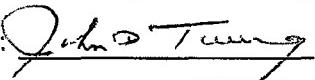
By: 

Name: Jane C. Kleinberger

Title: President

Date: Feb 25, 1989

West Virginia University

By: 

Name: John D. Twining

Title: Ass't Athletic Director

Date: 3/10/99

Hardware Addendum

The subject of this addendum is the purchase from PSI by CUSTOMER of computer hardware obtained by PSI from its manufacturer (referred to as "MANUFACTURER").

Hardware Components

A complete list of the components which constitute the hardware purchased under this contract is included in the Investment Addendum.

Ownership

The hardware (exclusive of any operating system firmware contained therein) will become the property of CUSTOMER as soon as CUSTOMER has made full payment to PSI of the amount stated in the Hardware section of the Investment Addendum. Prior to full payment being made, the hardware remains the property of PSI.

In the event of payment default, CUSTOMER agrees to return to PSI sufficient hardware to cover, at the listed prices, 100% of the unpaid balance plus a 30% restocking fee, with any delivered hardware remaining becoming the property of CUSTOMER. The return of hardware, the restocking fee together with any payments already made, constitute the full extent of CUSTOMER's liability for default.

The risk of loss or damage of the hardware will become the responsibility of CUSTOMER immediately upon delivery and installation at CUSTOMER's site, regardless of whether the hardware has been paid for at that time.

Guarantee

PSI guarantees that the hardware will perform in accordance with MANUFACTURER's specifications at the time of delivery and installation by PSI. Copies of the MANUFACTURER's specifications and warranties, to the extent applicable, will be supplied with shipment of the products.

Delivery

The hardware will be shipped by PSI to CUSTOMER, freight prepaid, in accordance with a mutually agreeable delivery schedule. The address of the site to which the hardware is to be delivered is:

West Virginia University
Intercollegiate Athletics Coliseum
Morgantown, WV 26507
Attn: John Twining

System Purchase Contract
Hardware Addendum

Installation

Installation of the hardware at CUSTOMER's site will be performed by representatives of PSI who may also be accompanied by MANUFACTURER's representative. Every reasonable effort will be made to minimize disruption of CUSTOMER's normal operation. Prior to the scheduled date of delivery, CUSTOMER, at its expense, will prepare the site so that all facilities, including space, electrical power, air conditioning, and cabling, are in accordance with installation specifications mutually agreed to by PSI and CUSTOMER.

Training

PSI's base recommendations for hardware training are included in the Applications Software and Services Addendum. PSI agrees to make available for purchase by CUSTOMER additional training in the use of the hardware. While it is usually found convenient to have this training at CUSTOMER's site after delivery of the hardware, the location and schedule can be arranged to be whatever is suitable to both PSI and CUSTOMER. The training need not take place in one continuous session and should proceed according to an agenda agreed to by both PSI and CUSTOMER.

Applications Software and Services Addendum

The subject of this addendum is the usage of applications software and services which are being made available to CUSTOMER by PSI.

Applications Software and Services

A complete list of the items that constitute the Applications Software, and the Services, is included in the Investment Addendum.

Installation

Applications software will be installed on CUSTOMER's hardware at PSI before being shipped to CUSTOMER.

Ownership

The Applications software, which includes both the system design and the programs which realize that design, is the property of PSI. PSI retains the sole right for licensing of this software. CUSTOMER's right is the use of the software provided that it complies with the terms of this contract and abides by the limitations specified below. This right of use of the software is nonexclusive and nontransferable and is limited to the computer specified in this contract, and cannot be copied or duplicated or modified in any way without the express written permission of PSI, and is restricted to processing one database and only for the CUSTOMER's own business. The usage of the software will not subject CUSTOMER to any charges except as provided herein, and will not expose CUSTOMER to liability for violations of copyrights or patents.

PSI agrees that the data to which the software is to be applied during CUSTOMER's usage is the property of CUSTOMER and agrees neither to make use of this data nor to transfer it to any other party without CUSTOMER's written consent.

Guarantee

PSI guarantees that the applications software performs with at least the functionality specified in the design specifications published by PSI. This is a minimum requirement; the software may exceed those specifications. The guarantee holds for the duration of CUSTOMER's use of the software under this contract provided CUSTOMER maintains the hardware per MANUFACTURER's specifications furnished upon delivery. This guarantee does not cover loss of function due to any changes of hardware, operating system, or software made by any person other than PSI.

Limitation On Use

The Applications software is licensed for use on a specific computer. The serial number of this computer will be designated in writing at a later time by the parties. The use of the software by CUSTOMER is limited to the processing on such computer of a single database per software module, as specified in the Software Schedule, at a single operational site. An operational site is defined as any number of people operating a software system at a specific location. Application of the software to the processing of further databases requires an addendum to this contract with PSI for each such usage.

Termination

The Applications Software and Services Addendum of this contract may be terminated by PSI if CUSTOMER defaults on any of its terms. PSI must notify CUSTOMER in writing and CUSTOMER shall have 30 days from receipt of such notification to cure the default. Upon termination, CUSTOMER will return to PSI all copies of the software and its documentation which exist on media owned by PSI, and PSI will erase or destroy all copies of the software and its documentation which exist on media belonging to CUSTOMER. If the default is by PSI, CUSTOMER must notify PSI in writing and PSI shall have 30 days from receipt of such notification to cure the default. PSI will refund to CUSTOMER any payments already made less reasonable compensation to PSI based on fair value for use of software and for services rendered under this contract.

Environment

The Applications software is designed to run in a specific operating environment as defined in the Operating Environment Addendum, and detailed in the Investment Addendum. PSI will neither support its use nor guarantee its functionality in any other environment.

Source Code

Delivered with each applications software module will be one copy of the object code and one copy of the source code. Also delivered will be one copy of the user's manual for each PSI software module listed in the Investment Addendum.

Unauthorized Access

The use of the Applications software may not be transferred from CUSTOMER to any other party without written permission from PSI. Should any unauthorized transfer take place, CUSTOMER agrees to take full responsibility for terminating the unauthorized usage. CUSTOMER agrees that all of its contractors or employees who have access to the software or its documentation should read and sign the Software Usage Notice provided by PSI and that copies of all such signed notices should be made available to PSI upon request.

Enhancements

Periodically, PSI incorporates enhancements to the software which are available at no charge to customers contracting with PSI for software maintenance. For customers not under full software maintenance, enhancements are made available at rates determined by PSI. This may, but not necessarily, apply to system rewrites where significant functionality is being added to the system.

Custom Data Conversion

PSI offers custom data conversion programming at fixed and estimated pricing based on the criteria detailed in PSI's Services Policies document, attached as an Exhibit.

Training/Consultation/Project Management/Network Connect Service

When applicable, included as part of this contract (but separate from the software license fee) are the costs for training, on-site consultation services, project management, and the network connect service as detailed in the Applications Software section of the Investment Addendum.

As part of the training services, PSI will provide CUSTOMER with system consultation concerning their specific use of the PSI software, design specifications, standard system training for all operators, training of the systems administrator, and comprehensive documentation services (including progress reports, trip follow-ups, and CUSTOMER assistance with their in-house procedures manual relating to the system).

The project management fee covers general project management pertaining to all aspects of the system implementation and is headed by a Senior Systems Analyst. These services may be performed either on or off CUSTOMER site as detailed in the Applications Software section of the Investment Addendum.

Additional on-site consultation and training visits by PSI personnel are available at PSI's published per diem rates. In addition, CUSTOMER may attend training courses at PSI's office at times and rates periodically published. While it is usually found convenient to have this training at CUSTOMER's site after delivery of the software, the location and schedule can be arranged to be whatever is suitable to both PSI and CUSTOMER. The training will not typically take place in one continuous session, but rather will follow an agenda agreed to by PSI and CUSTOMER.

The network connect service, if purchased, provides assistance connecting the SYSTEM to CUSTOMER's TCP/IP network.

Services Policies

Attached as an Exhibit and incorporated herein are PSI's Services Policies. These policies detail the services provided during the installation and ongoing support of CUSTOMER's SYSTEM.

Operating Environment Addendum

The subject of this addendum is the purchase and usage by CUSTOMER of the products that comprise PSI's operating environment.

Operating Environment Products

A complete list of the items that make up the Operating Environment Products is included in the Investment Addendum.

Right of Use

The AIX operating system, the UniVerse database management system, and the SB+ 4GL (in common called The PRODUCTS) are the property of their respective Developers, IBM Corporation (AIX), Ardent (UniVerse), and Ardent (System Builder). CUSTOMER's right is in the use of the PRODUCTS provided it complies with and abides by the terms of this contract and the limitations specified by the PRODUCTS' Developers. The right of use is both nonexclusive and nontransferable and is limited to the computer specified in this contract or a PSI approved replacement computer. CUSTOMER agrees to take reasonable steps to safeguard the PRODUCTS from persons other than its own contractors or employees, and to instruct its contractors and employees on the proprietary nature of the PRODUCTS.

The licenses will become effective as soon as CUSTOMER enters into a sublicense agreement covering such use with PSI or the PRODUCTS' Developers.

The use of the PRODUCTS will not subject CUSTOMER to any charges not specified in this contract.

Limitation on Use

The PRODUCTS are licensed for use on a specific computer or replacement computer approved by PSI and meeting PSI's operations specifications, which approval shall not be unreasonably withheld. The serial number of this computer will be designated in writing at a later time by the parties. Transfer to and usage on any other computer requires renegotiation of the license agreement with PSI and/or the PRODUCTS' Developers.

Environment

The PRODUCTS consist of both a software component, delivered on standard backup media, and in the case of AIX a firmware component, contained within the hardware. The PRODUCTS are not available nor are they guaranteed to function on hardware which is not explicitly approved by PSI.

System Purchase Contract
Operating Environment Addendum

Guarantee

PSI guarantees that the PRODUCTS will perform in accordance with their Developer's specifications at the time of delivery and installation and will perform their intended functions with PSI's software and PSI supplied hardware at the time of installation and acceptance at CUSTOMER's site. Upon acceptance, the Developer's warranty becomes applicable.

Installation

Installation of the PRODUCTS will be performed prior to delivery to CUSTOMER.

Training/Consultation

The training schedule set forth in the Investment Addendum includes training in the use of the PRODUCTS sufficient for CUSTOMER to begin use of the SYSTEM. PSI agrees to make available for purchase by CUSTOMER additional consultation and training in the use of the PRODUCTS. While it is usually found convenient to have this training at CUSTOMER's site after delivery of the hardware, the location and schedule can be arranged to be whatever is suitable to both PSI and CUSTOMER. The training need not take place in one continuous session, and should proceed according to an agenda agreed to by PSI and CUSTOMER.

Sublicense Agreement

The PRODUCTS sublicense agreement for AIX and UniVerse are granted with the signing of this agreement.

The sublicense for SB+ will follow under separate cover. It is the responsibility of the CUSTOMER to sign the SB+ agreement and return it to PSI immediately upon receipt. Failure to do so may result in delays in shipping and future access to SB+ system upgrades.

Termination

Upon termination of CUSTOMER's use of the computer specified in this contract, CUSTOMER agrees to erase or destroy all copies of the PRODUCTS and its documentation which exist on media owned by PSI, and PSI agrees to erase or destroy all copies which exist on media belonging to CUSTOMER.

Software Usage Notice

The institution for which you work has contracted with Paciolan Systems, Inc. for the use of its software. This notice is provided to assist you in understanding the terms of that usage. By signing below, you are acknowledging that you are aware of those terms and that you agree to honor them.

The institution owns the use of the software, not the software itself, and has the right to use the software indefinitely in the processing of one or more specified databases covered in its contract with PSI. Neither the institution nor any of its contractors or employees has the right to transfer any of the rights covered by that contract to any other party without permission from PSI. Specifically, this prohibition includes, but is not limited to transfer of:

- (a) physical copies of the software or its design specifications or user manual, for example on listings, tapes, or other media.
- (b) the use of the software, for example by allowing an unauthorized person access to a terminal or telephone modem.
- (c) the ideas incorporated into the design and construction of the software, for example by explaining to a competitor of PSI how PSI has solved some problem or implemented some features.

It is in the interests of PSI and your institution that their relationship should be a productive one based on mutual respect for each other's property, and it is for this reason that the property boundaries should be understood by everyone concerned.

Signature: John D. Turney
Name: JOHN D. TURNERY
Title: ASSISTANT ATHLETIC DIRECTOR
Date: 3/16/99

Services Policies Exhibit

System Purchase Contract
Investment Addendum

Investment Addendum

INVESTMENT SUMMARY				
Qty	Description	Unit Price	Ext Price	QSC
HARDWARE - IBM RS/6000				Existing
SOFTWARE				
Applications Software				
1	NUI Ticketing SB+ License Fee	\$4,000	\$4,000	
1	NUI Support Group SB+ License Fee	\$1,000	\$1,000	
1	NUI Accounting SB+ License Fee	\$1,000	\$1,000	
1	NUI Recruiting SB+ License Fee	n/c	n/c	
1	Day Custom Programming Conversion	\$1,400	\$1,400	
Total Applications Software				<hr/> \$7,400
PROJECT MANAGEMENT*				
Services				
3	Day(s), Training (TX)	\$1,000	\$3,000	
2	Day(s), Training (SG)	\$1,000	\$2,000	
1	Day(s), Training (RE)	\$1,000	\$1,000	
4	Day(s), Training (GL, AR)	\$1,000	\$4,000	
Total Project Management				<hr/> \$10,000
QSC — Manufacturer's Quarterly Service Charge				
* All services are based on an 8-hour day (refer to Services Policies document) plus expenses: Travel expenses (airfare, meals, lodging, etc.) will be billed to the Athletic Department as agreed. Training will be combined with the WVU Athletic Department. Any additional training necessary, for the Sports Management program will be provided at 1/2 of PSI current daily rate (remotely or on-site, plus expenses as incurred.				
TOTAL SYSTEM				\$17,400

**West Virginia University
Purchase Change Request**

FY 5	Buyer T	Date 7/16/2004	Acct.# P2367	P.O. Date 9/23/199	Order# 201048
---------	------------	-------------------	-----------------	-----------------------	------------------

Document

- Requisition (Cancellation only)
- Regular Purchase Order
- Contract Purchase Order
- Open End Contract Purchase Order
- Agreement

Purpose of Change (Check boxes applicable)

- Cancellation
- Increase/Decrease
- Unused Balance (\$25.00 Maximum)
- Error in Total Amount
- Freight
- Renewal
- Change of Account
- Extension Error
- Change of Vendor Name/
Address
- Other

Vendor Name, Address, FEIN, Phone #

Picolan, Inc.
17305 Von Karman Avenue
Irvine, CA 92614

Spending Unit Name & Address

West Virginia University
Department of Intercollegiate Athletics
PO Box 0877
Morgantown, WV 26507

Item #	Quantity	Description	Unit Price	Extended Price
		<p>Change Order # 11</p> <p>Provide Software Maintenance for Basic+ Consulting Service level with 24-Users for t.Res Ticketing, t.Fund Development, t.Credit Authorization, a.Accounts Receivable, Third-Party Software and Operating Products for the Support Term: July 1, 2004 - June 30, 2005. The Quarterly Service Charge is \$8,656.00, as per the attached documentation, and according to all terms and conditions contained in the original contract and subsequent change orders.</p> <p>Effective Date: July 1, 2004</p>		

Reason for Change:

To designate Service Charge for current support term.

Previous Total

\$Open End

Increase

\$ _____

Decrease

\$ _____

New Total

\$Open End

Funding Paragraph

Service performed under this contract is to be continued in the succeeding fiscal year contingent upon funds being appropriated by the Legislature for this service. In the event funds are not appropriated for this service, this contract becomes of no effect and is null and void after June 30.

Approved



James Bennett 7.16.04

Procurement Officer

Date

Support Fee Schedule

Customer: West Virginia Univ. - Ath

Support Term: July 1, 2004 through June 30, 2005 or the Termination of the Master Agreement which ever should occur first.

Service Program and Quarterly Service Charge:

BASIC + CONSULTING	\$8,839
	-\$183
	<hr/> <u>\$8,656</u>

Licensed UniVerse Users: 24

Covered Hardware Products:

As set forth in the Paciolan Services Policies

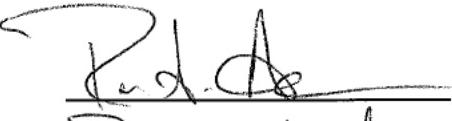
Covered Software Products:

t.Res Ticketing, t.Fund Development, t.Credit Authorization, a.Accounts Receivable, Third-Party Software and Operating Products

Signatures

The following are the signatures of representatives of Paciolan and CUSTOMER who have legal authority to bind their respective organizations and by signing have consummated this contract:

By: 
Name: Russ Sharp
Title: Assoc. Athletic Dir
Date: 6-3-04

By: 
Name: _____
Title: _____
Date: _____


Robert A. Alexander
Vice President, Customer Service
6-22-04

AGREEMENT ADDENDUM

In the event of conflict between this addendum and the agreement, this addendum shall control:

1. **ARBITRATION** - Any references to arbitration contained in the agreement are hereby deleted. Disputes arising out of the agreement shall be presented to the West Virginia Court of Claims.
2. **HOLD HARMLESS** - Any clause requiring the Agency to indemnify or hold harmless any party is hereby deleted in its entirety.
3. **GOVERNING LAW** - The agreement shall be governed by the laws of the State of West Virginia. This provision replaces any references to any other State's governing law.
4. **TAXES** - Provisions in the agreement requiring the Agency to pay taxes are deleted. As a State entity, the Agency is exempt from Federal, State, and local taxes and will not pay taxes for any Vendor including individuals, nor will the Agency file any tax returns or reports on behalf of Vendor or any other party.
5. **PAYMENT** - Any references to prepayment are deleted. Payment will be in arrears.
6. **INTEREST** - Should the agreement include a provision for interest on late payments, the Agency agrees to pay the maximum legal rate under West Virginia law. All other references to interest or late charges are deleted.
7. **RECOUPMENT** - Any language in the agreement waiving the Agency's right to set-off, counterclaim, recoupment, or other defense is hereby deleted.
8. **FISCAL YEAR FUNDING** - Service performed under the agreement may be continued in succeeding fiscal years for the term of the agreement, contingent upon funds being appropriated by the Legislature or otherwise being available for this service. In the event funds are not appropriated or otherwise available for this service, the agreement shall terminate without penalty on June 30. After that date, the agreement becomes of no effect and is null and void. However, the Agency agrees to use its best efforts to have the amounts contemplated under the agreement included in its budget. Non-appropriation or non-funding shall not be considered an event of default.
9. **STATUTE OF LIMITATION** - Any clauses limiting the time in which the Agency may bring suit against the Vendor, lessor, individual, or any other party are deleted.
10. **SIMILAR SERVICES** - Any provisions limiting the Agency's right to obtain similar services or equipment in the event of default or non-funding during the term of the agreement are hereby deleted.
11. **ATTORNEY FEES** - The Agency recognizes an obligation to pay attorney's fees or costs only when assessed by a court of competent jurisdiction. Any other provision is invalid and considered null and void.
12. **ASSIGNMENT** - Notwithstanding any clause to the contrary, the Agency reserves the right to assign the agreement to another State of West Virginia agency, board or commission upon thirty (30) days written notice to the Vendor and Vendor shall obtain the written consent of Agency prior to assigning the agreement.
13. **LIMITATION OF LIABILITY** - The Agency, as a State entity, cannot agree to assume the potential liability of a Vendor. Accordingly, any provision limiting the Vendor's liability for direct damages or limiting the Vendor's liability under a warranty to a certain dollar amount or to the amount of the agreement is hereby deleted. In addition, any limitation is null and void to the extent that it precludes any action for injury to persons or for damages to personal property.
14. **RIGHT TO TERMINATE** - Agency shall have the right to terminate the agreement upon thirty (30) days written notice to Vendor.
15. **TERMINATION CHARGES** - Any provision requiring the Agency to pay a fixed amount or liquidated damages upon termination of the agreement is hereby deleted. The Agency may only agree to reimburse a Vendor for actual costs incurred or losses sustained during the current fiscal year due to wrongful termination by the Agency prior to the end of any current agreement term.
16. **RENEWAL** - Any reference to automatic renewal is hereby deleted. The agreement may be renewed only upon mutual written agreement of the parties.
17. **INSURANCE** - Any provision requiring the Agency to insure equipment or property of any kind and name the Vendor as beneficiary or as an additional insured is hereby deleted.
18. **RIGHT TO NOTICE** - Any provision for repossession of equipment without notice is hereby deleted. However, the Agency does recognize a right of repossession with notice.
19. **ACCELERATION** - Any reference to acceleration of payments in the event of default or non-funding is hereby deleted.
20. **AMENDMENTS** - All amendments, modifications, alterations or changes to the agreement shall be in writing and signed by both parties. No amendment, modification, alteration or change may be made to this addendum without the express written approval of the Purchasing Division and the Attorney General.

ACCEPTED BY:

STATE OF WEST VIRGINIA

Spending Unit: WVU Athletic Dept
Signed: Ron P
Title: Assoc Athletic Dir
Date: 7-13-04

VENDOR

Company Name: Phalen

Signed: Ron D. Deegan

Title: Vice President, Customer Services

Date: 6-22-04

**West Virginia University
Purchase Change Request**

FY 4	Buyer T	Date 11/20/03	Acct.# P2367	P.O. Date 9/23/98	Order# 201048
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Document

- Requisition (Cancellation only)
- Regular Purchase Order
- Contract Purchase Order
- Open End Contract Purchase Order
- Agreement

Purpose of Change (Check boxes applicable)

- Cancellation
- Increase/Decrease
- Unused Balance (\$25.00 Maximum)
- Freight
- Renewal
- Extension Error
- Error in Total Amount
- Change of Account
- Change of Vendor Name/
Address
- Other

Vendor Name, Address, FEIN, Phone #

Paciolan, Inc.
17305 Von Karman Avenue
Irvine, CA 92614

FIMS# 0000004908

Spending Unit Name & Address

West Virginia University
Department of Intercollegiate Athletics
PO Box 0877
Morgantown, WV 26507

Item #	Quantity	Description	Unit Price	Extended Price
		<p>Change Order # <u>10</u></p> <p>PLEASE AMEND CONTRACT AS FOLLOWS:</p> <p>Provide Software Maintenance for Basic+ Consulting Service level with 24-Users for t.Res Ticketing, t.Fund Development, t.Credit Authorization, a.Accounts Receivable, Third-Party Software and Operating Products for the Support Term: July 1, 2003 - June 30, 2004. The Quarterly Service Charge is \$8,247.00, as per the attached documentation, and according to all terms and conditions contained in the original contract and subsequent change orders.</p> <p>Effective Date: July 1, 2003</p> <p style="text-align: right;">WV State Purchasing Division Administration Unit Certified Encumbered</p> <p style="text-align: center;">NOV 24 2003</p> <p style="text-align: center;"></p>		

Reason for Change:

To designate Service Charge for current support term.

Previous Total \$Open End

Increase \$_____

Decrease \$_____

New Total \$Open End

Funding Paragraph

Service performed under this contract is to be continued in the succeeding fiscal year contingent upon funds being appropriated by the Legislature for this service. In the event funds are not appropriated for this service, this contract becomes of no effect and is null and void after June 30.

Approved

 James Bennett 11.21.03
Procurement Officer Date

Support Fee Schedule

Customer: West Virginia University

Support Term: July 1, 2003 through June 30, 2004 or the Termination of the Master Agreement which ever should occur first.

Service Program and Quarterly Service Charge:

Basic + Consulting Service	\$8,430
SG - t.Fund Conversion Discount	(\$183)
	\$8,247

Licensed UniVerse (Concurrent) Users: 24

Covered Hardware Products:

As set forth in the Paciolan Services Policies

Covered Software Products:

t.Res Ticketing, t.Fund Development, t.Credit Authorization, a.Accounts Receivable, Third-Party Software and Operating Products

Signatures:

The following are the signatures of representatives of Paciolan and CUSTOMER who have legal authority to bind their respective organizations and by signing have consummated this contract:

Paciolan By: <u>Robert A. Alexander</u>	West Virginia University By: <u>Russ Sharp</u>
Name: <u>Robert A. Alexander</u>	Title: <u>Vice President/Customer Services</u>
Title: <u>Assoc. Athletic Dir</u>	Date: <u>11-19-03</u>
Date: <u>11/4/03</u>	

**West Virginia University
Purchase Change Request**

Keep Till 2006

FY 4	Buyer T	Date 7/21/03	Acct.# P2367	P.O. Date 09/23/98	Order# 201048
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Document

- Requisition (Cancellation only)
- Regular Purchase Order
- Contract Purchase Order
- Open End Contract Purchase Order
- Agreement

Purpose of Change (Check boxes applicable)

- Cancellation
- Increase/Decrease
- Unused Balance (\$25.00 Maximum)
- Freight
- Renewal
- Extension Error
- Error in Total Amount
- Change of Account
- Change of Vendor Name/
Address
- Other

Vendor Name, Address, FEIN, Phone #

Paciolan, Inc.
17305 Von Karman Avenue
Irvine, CA 92614

FIMS # 000004908

Spending Unit Name & Address

West Virginia University
Department of Intercollegiate Athletics
PO Box 0877
Morgantown, WV 26507

Item #	Quantity	Description	Unit Price	Extended Price
		<p>Change Order # 9</p> <p>PLEASE REVISE TERMS OF CONTRACT AS FOLLOWS:</p> <p>To incorporate the attached West Virginia University - PACIOLAN, INC LICENSE AGREEMENT to the existing contract.</p> <p>Renewal Period: April 30, 2003 through April 29, 2006</p> <p>Effective Date: April 30, 2003</p>		OPEN END

Reason for Change: To provide WVU with an exclusive on-line group ticket solution.	Previous Total	\$OPEN END
	Increase	\$_____
	Decrease	\$_____
	New Total	\$OPEN END

Funding Paragraph

Service performed under this contract is to be continued in the succeeding fiscal year contingent upon funds being appropriated by the Legislature for this service. In the event funds are not appropriated for this service, this contract becomes of no effect and is null and void after June 30.

Approved


 James Bennett 7/21/03
 Procurement Officer
 WV State Purchasing Division
 Administration Unit
 Certified Encumbered
 Date

JUL 24 2003


 WVU FOIA #19125-147

WVU FOIA #19209-153

WEST VIRGINIA UNIVERSITY -PACIOLAN, INC. LICENSE AGREEMENT

THIS LICENSE AGREEMENT ("Agreement") made as of this 30th day of April, 2003 ("Effective Date"), by and between West Virginia University ("School"), with their principal place of business at PO Box 0877, Morgantown 26507-0877, and Paciolan, Inc. ("Paciolan"), a corporation organized under the laws of the State of California with its headquarters at 17305 Von Karman, Irvine, CA 92614.

Paciolan and School agree to the following terms and conditions set forth herein:

ARTICLE 1. DEFINITIONS

"Paciolan Group Ticket Window" means the web based service that allows teams to automate the following aspects of group ticket sales: payment, collection and group ticket sales management.

"On-line" means any of the following: the Internet (including wired and wireless IP technology), intranet (or other limited access computer network), or similar broadband/digital network delivery system, whether currently existing or later developed.

"User(s)" means individuals that access the Service (as defined below) On-line via the School's website on the World Wide Web with email service.

"Service" means the Paciolan Group Ticket Window which shall: 1) be fully co-branded to School's existing website; 2) use automatically generated emails to communicate with on-line Users and employees of the School; and 3) be hosted and maintained by Paciolan.

ARTICLE 2. SCOPE OF AGREEMENT & EXCLUSIVITY

2.1 Paciolan Products & Services. Paciolan is in the business of developing, marketing and licensing the Service that will enable the School's ticket holders to internally track the distribution and usage of their ticket holdings. The Group Ticket Window is offered as an aid to increase group sales by eliminating logistical issues with a group event via the World Wide Web. Paciolan desires to license the Service to School.

2.2 Exclusivity. The Paciolan Group Ticket Window will be the exclusive on-line group ticket solution of the School. The School will not promote or endorse any other on-line group ticket system during the Term of the Agreement. No other on-line group ticket service provider, whether provided by the School or by third parties, will be used by the School nor will links to, or advertising of, any other on-line group ticket service provider appear in any of the School's advertising or promotional material including School operated Internet sites. The School agrees that it will not develop or assist a third party in developing a similar on-line group ticket service during the Term.

ARTICLE 3. TERM & TERMINATION RIGHTS

3.1 Term. The term of this Agreement shall commence as of the Effective Date and shall remain in full force and effect for three (3) years ("Term"), unless earlier terminated pursuant to the terms and provisions set forth herein.

3.2 Termination Rights. School and Paciolan shall each have the right to terminate this Agreement upon the one-year anniversary of the effective date so long as the party seeking to terminate the agreement gives notice to the other party of its intent to terminate the agreement 30 days prior the one-year anniversary of the Effective Date. If notice is not provided to the other party the contract will continue in full force until the termination date as prescribed in Section 3.1. Additionally, either party may terminate the Agreement after written notice upon the occurrence of any one or more of the following events: (1) if Paciolan or School fails to make any payment due hereunder, and if such non-payment continues for ten (10) days after written notice of such default is sent (in which event all payments due under this Agreement shall then become due regardless of payment dates provided herein); (2) if Paciolan or School is unable to

pay its debts when due, or makes any assignment for the benefit of creditors or an arrangement pursuant to any bankruptcy law; (3) files or has filed against it any petition under the bankruptcy or insolvency laws of any jurisdiction; (4) either party breaches this Agreement in a manner which is incapable of adequate and complete cure and/or (5) either party breaches any other term or condition of this Agreement and fails to cure such breach within ten (10) days after notice of such breach is received. The termination or expiration of this Agreement shall automatically terminate all licenses granted hereunder, including the licenses for the use of the Paciolan Exchange and the licenses for the limited use of any party's Marks. Sections 3.2, 7.3 and ARTICLES 5, 6, 8 and 11 shall survive the termination or expiration of this Agreement.

ARTICLE 4. LICENSE & INTELLECTUAL PROPERTY

4.1 Limited License. Subject to the terms and conditions of this Agreement, Paciolan hereby grants to School a non-exclusive and non-transferable limited license to the Service. No other access to the Service by School other than to Users shall be permitted without the express written consent of an authorized officer of Paciolan. School specifically agrees and understands that no rights of dissemination by any third party and no rights to sublicense to any third party are being granted to School or to any third party under this Agreement, unless expressly set forth herein.

4.2 Trademarks. Each party grants to the other a non-exclusive, non-transferable limited license to use throughout the world the authorized trademarks, trade names, service marks and logos ("Marks") of the other party for all advertising, written sales and/or promotional materials, press releases and other publicity matters relating to this Agreement subject at all times to the ordinary and customary usage guidelines that each party may disclose, in writing, from time to time. At the end of the Term of this Agreement, the parties shall cease to make use of each other's Marks, except as the parties may agree in writing or to the extent permitted by applicable law.

ARTICLE 5. FEES; CHARGES; & PAYMENT TERMS

5.1 Set-Up Fee. The School shall pay an annual set-up fee of \$1,000. The initial set-up fee is due upon the signing of the Agreement and each subsequent set-up fee is due on the Anniversary of the Effective Date. The initial set-up fee will be waived in the event that the School signs this Agreement on or before April 30, 2003.

5.2 Minimum Annual Fee. Computed on an annual basis, determined on each of the three (3) anniversaries of the effective date, the Paciolan shall earn a minimum fee of \$2,000. This fee shall be invoiced by Paciolan after the anniversary of the effective date and shall be due and payable by the School within 30 days of the anniversary of the effective date. In the event that the transaction fees earned by Paciolan, as defined in Section 5.3, exceed \$2,000 for the one (1) year period ending on the anniversary of the effective date the School is not required to pay Paciolan a minimum fee. If Paciolan has earned transaction fees (as defined in Section 5.3) during the one (1) year period ending on the anniversary of the effective date, but those transaction fees are less than \$2,000, Paciolan shall invoice the School for the difference between \$2,000 and the transaction fees earned by Paciolan. That invoice is due and payable within 30 days of the anniversary of the effective date.

5.3 Transaction Fee. Paciolan shall earn a transaction fee of \$1.25 for each ticket sold on the On-Line Group Ticket Window from the Paciolan's Credit Card Merchant Accounts. The School can pay the transaction fee out of the ticket price or the School may add the transaction fee to the price of the ticket paid by the buyer (i.e. convenience fee). The method of payment of the transaction fee will be at the sole discretion of the School.

5.4 Credit Card Fees and Transaction Audit Rights. All transaction proceeds shall be remitted to the Paciolan Credit Card Merchant Accounts, and held directly by Paciolan. All credit card fees shall be paid directly from the proceeds from the sale of tickets remitted to the Paciolan Credit card Merchant Account. School and Paciolan shall maintain complete and accurate books and records relating to this Agreement. On reasonable prior notice to Paciolan, School's agents may inspect, make copies of, and otherwise audit those books and records pertaining in any way to this agreement at Paciolan' offices, during

business hours. The School's right to audit will survive for 12 months after termination or expiration of this Agreement. An auditing party may not audit the other party more than once in any 12-month period. If an audit finds an underpayment of 5% or more, then audited party must reimburse the auditing party for the cost of the audit.

5.5 Payments to School. Monthly accounting for all Group Ticket sales will close 72 hours prior to game time, allowing the School to print tickets and deliver them to the Will Call for customer pick-up. The School can elect the to close a Group Ticket Window 7 days prior to game time to allow for the printing of tickets and the delivery of the tickets to the customer via US Mail. The timing and length of a Group Ticket Window is at the sole discretion of the School. Payments shall be remitted to School promptly on the day sales are closed via U.S. mail, wire transfer or ACH bank transfer. Paciolan shall provide School with a statement detailing all amounts received in the Paciolan Credit Card Merchant Account, the number of tickets sold, Paciolan's transaction fee (computed as described in Section 5.3), credit card fees incurred (2.5% of the gross sales) and the amount due to School. The amount due to the School shall equal the total Group Ticket sales less the transaction fee earned by Paciolan and less the credit card fees. The parties agree that time is of the essence as to the payment terms described herein.

5.6 Accelerator. Paciolan reserves the right to increase the minimum annual fee (as defined in Section 5.2) and or the transaction fee (as defined in Section 5.3), by no more than 10% every year. Paciolan will provide the School written notice, no later than 30 days after the anniversary of the effective date, of any increase for the next 12 months. If written notice is not presented to the School the transaction fee rate will remain the same as it was for the prior 12-month period.

ARTICLE 6. CONFIDENTIALITY & NON-DISCLOSURE

Paciolan and School shall treat as strictly confidential and shall not disclose or transmit to the public, or any third parties any information regarding all elements contained in this Agreement including pricing, fee schedule, terms, documentation, content or other materials provided by each other during the Term of this Agreement (herein, "Confidential Information"). Notwithstanding the foregoing, information and data provided to either party shall not be deemed "Confidential Information" if such information or data (a) is approved in writing by School or Paciolan for disclosure; or (b) is required by law to be disclosed by School or Paciolan, provided prior written notice of such required disclosure is given to the other party and the other party is given the opportunity to object lawfully to such disclosure.

ARTICLE 7. WARRANTIES; DISCLAIMERS

7.1 Authorization. Each party warrants that its entry into this Agreement is authorized and does not violate any other agreement to which it is a party.

7.2 Paciolan Intellectual Property Warranty. As of the Effective Date and for the entire Term of this Agreement, Paciolan hereby represents and warrants to School that the Service is, and continues to be, the proprietary, intellectual property of Paciolan, and that Paciolan retains and does not infringe upon or violate any copyright, trade secret, U.S. patent or other proprietary right to the Service.

7.3 Paciolan Disclaimers of Warranties; Limitation of Liability. Paciolan warrants for the Term, that Paciolan will use its best efforts within applicable industry standards, to ensure that the Service will run 7 days a week 24 hours a day, subject to minor technical interruption. Notwithstanding the foregoing, Paciolan does not warrant that use of the Service will be uninterrupted or that the operation of the Service will be error-free or secure. Paciolan's sole liability for any breach of this warranty shall be, in Paciolan's sole discretion: (i) to explain how to achieve substantially the same objective with the Service; or (ii) if the above remedies are impracticable, give School the right to terminate this Agreement pursuant to the terms of Section 3.2 hereof. IN NO EVENT SHALL THE LIABILITY OF Paciolan IN CONNECTION WITH ANY CLAIM ARISING OUT OF OR IN CONNECTION WITH THIS AGREEMENT EXCEED THE ANNUAL FEES PAID BY TEAM TO Paciolan DURING THE YEAR IN WHICH THE CLAIM ARISES. If, during the warranty period, (i) School makes any unauthorized modifications to the Service;

(ii) the Service is subject to abuse or improper use; or (iii) School breaches the terms of this Agreement, then this warranty shall immediately be terminated. THIS LIMITED WARRANTY GIVES TEAM SPECIFIC LEGAL RIGHTS. TEAM MAY HAVE OTHER RIGHTS, WHICH MAY VARY FROM JURISDICTION TO JURISDICTION. IN NO EVENT SHALL Paciolan BE LIABLE TO TEAM OR ANY THIRD PARTY FOR ANY CONSEQUENTIAL, INCIDENTAL, INDIRECT, PUNITIVE OR OTHER SPECIAL DAMAGES ARISING OUT OF THIS AGREEMENT OR USE OF THE SERVICE, WHETHER LIABILITY IS ASSERTED IN CONTRACT OR TORT AND IRRESPECTIVE OF WHETHER Paciolan HAS BEEN ADVISED OF THE POSSIBILITY OF ANY SUCH LOSS OR DAMAGE. EXCEPT AS EXPRESSLY SET FORTH ABOVE IN THIS AGREEMENT, THE SERVICE IS PROVIDED "AS IS", WITHOUT WARRANTIES OF ANY KIND, WHETHER EXPRESS OR IMPLIED, INCLUDING WARRANTIES OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE OR USE.

ARTICLE 8. INDEMNIFICATION

8.1 Indemnity. Paciolan and School covenant and agree (the Party or Parties so covenanting and agreeing to indemnify another Party being referred to as the "Indemnifying Party" and the Party to be indemnified being referred to as the "Indemnified Party") at their own cost and expense, to defend, indemnify and hold the Indemnified Party, their affiliates, officers, directors, employees and agents, harmless from and against any and all judgments, injuries, damages, liabilities and expenses (including reasonable attorneys' fees) arising out of or relating to any claim or litigation against the Indemnified Party (a) alleging any material violation of law in connection with this Agreement; or (b) alleging any non-fulfillment of any covenant or agreement on the part of the Indemnifying Party under this Agreement; or (c) any incorrectness in or breach of any representation or warranty of the Indemnifying Party contained in this Agreement; or (d) in any certificate or other document furnished by the Indemnifying party pursuant to this Agreement.

8.2 Procedure. The indemnifying party shall have sole control over the settlement and/or defense of such claim. The indemnified party shall cooperate with the indemnifying party in connection with the defense of any such claim indemnified hereunder.

ARTICLE 9. MAINTENANCE OF SERVICE; TRAINING; WEBSITE

9.1 Support Services. During the Term of this Agreement, Paciolan will provide School and Users with on-going technical support ("Support") via email during Paciolan's normal business hours in accordance with Paciolan's Support policy. Support sill include:

- a) Access by phone to technical support personnel and by email, Monday through Friday from 8:30 a.m. to 5:00 p.m. CST; and
- b) Assistance in identifying and verifying the causes of suspected errors in the Service; and
- c) Providing alternative options or procedures for identified Service errors or malfunctions, where reasonably available to Paciolan; and
- d) Providing day-to-day support to Users, as reasonably necessary, but including same day calls back for assistance or questions.

9.2 Error Corrections. During the Term of this Agreement, Paciolan shall use its reasonable efforts to correct any error in the Service with a level of effort commensurate with the severity of the error. Paciolan shall have no obligation to correct errors in the Service that do not affect the operational use thereof for the purposes intended hereunder. Upon identification by School of any Service error, School shall notify Paciolan of such error and shall provide Paciolan with enough information to correct the error.

9.3 Training. Within thirty- (30) days of the Effective Date, Paciolan and School shall agree on a date when Paciolan shall provide on-line training for School's officers, administrators, sales personnel, and

Users. Training shall include an initial training seminar on the basic “how to” use of the Service and a question and answer period all of which shall be at the option of the School.

9.4 Secure Website. Paciolan shall create and maintain a secured access website that shall be accessible to School and Users by password protection and User id encryption. Paciolan shall be the sole owner of such website and of all aspects thereof. Paciolan represents and warrants to School that none of School’s Confidential Information or proprietary data (i) shall be placed on the website, or (ii) shall be accessible to any unauthorized third party via the website.

ARTICLE 10. FUNCTIONALITY OF PACIOLAN GROUP TICKET WINDOW

Paciolan will construct, implement and host the Paciolan Group Ticket Window with the following characteristics:

- a. The Group Ticket Window will be operational within 30 days from the Effective Date of this Agreement, and will remain operational until the conclusion of this Agreement.
- b. The Group Ticket Window will provide functionality for the online purchase of tickets for group members or group employees. Access to tickets will only be given to groups specified by the School for tickets specified by the School.
- c. The Group Ticket Window will be accessible only with the use of a User ID and password to be provided to the group members or group employees.
- d. The Group Ticket Window will be branded using the School’s colors and logo to be consistent with the School’s official website. Paciolan will display a “Powered by Ticket Innovations” graphic on the Group Ticket Window. A space will be provided for a graphic of the group using the Group Ticket Window (if requested by the group).
- e. Ticket purchasers will be able to access the Group Ticket Window directly through a link (text or graphic) or log-in button located directly on the School’s official website.
- f. There will be an interface for the School (accessed with a unique User ID and password) where a School’s representative may track Ticket Window purchase activity in real time. The interface will include reporting functionality encompassing financial summaries, tickets sold, and user information. The interface will also allow the School to create events for groups and assign them tickets.
- g. There will be an interface for a group representative (accessed with a unique User ID and password) where that representative may track Group Ticket Window activity, for their group, in real time. The interface will include reporting functionality encompassing the details of tickets sold and user information.
- h. All funds shall be remitted to the Paciolan credit card merchant accounts, and held directly by Paciolan.
- i. Paciolan will sell all tickets as “non-refundable”. Paciolan will supply School with the language of such a policy for display on the Group Ticket Window website and Paciolan shall obtain the School’s prior approval to use such policy.
- j. Except as otherwise expressly set out in this Agreement, Paciolan will be solely responsible for: (a) securing any and all third party licenses, consents, permissions and releases that may be necessary to program, operate and make available the Service, and (b) ensuring the Service complies with all relevant laws. Except as this Agreement may otherwise provide, Paciolan will own all copyright and other rights in and to the Service.

- k. Further enhancements to the functionality of the product will be handled as prescribed in Section 12.

ARTICLE 11. OTHER MATTERS

11.1 Assignment. This Agreement, including both its obligations and benefits, will bind each party's respective transferees and successors, but no party may assign or otherwise transfer this Agreement, in whole or in part, by operation of law or otherwise, without the other party's prior written consent, but no such consent is necessary for either party's assignment of this Agreement in whole in connection with any merger, consolidation, any sale of all or substantially all of its assets, or any other transaction in which more than 50 percent of its voting securities are transferred.

11.2 Waiver. No waiver of any breach of any provision of this Agreement shall constitute a waiver of any other breach of the same or other provision of this Agreement and no waiver shall be effective unless made in writing by the party providing the waiver.

11.3 Severability. If any provision of this Agreement shall be held illegal or unenforceable in a final judgment, such provisions shall be severed and the rest of the Agreement shall remain in full force and effect. Headings used in this Agreement are for reference only and shall not be deemed a part of this Agreement. As used in this Agreement, "include" and its derivatives shall mean, "include without limitation".

11.4 Governing Law. This Agreement shall be interpreted, construed and enforced in accordance with the laws of the State of California.

11.5 Taxes. All fees under this Agreement are net of taxes. School are responsible for all taxes, franchise fees and similar charges (1) levied on ticket purchasers, or (2) related to Paciolan' delivery of the Service to School. Paciolan and School agree and hereby represents that the Service is used not for sale to the general public but, instead, only to assist the School in the resale of returned tickets and to allow the School and Users to manage their ticket use.

11.6 Force Majeure. Paciolan will not be liable to School (or any person claiming through School) for Paciolan's failure to provide the Service (or any particular component that would have otherwise been part of the Service) and School will not be liable to Paciolan (or any person claiming through Paciolan) for School's failure to distribute the Service to Service Subscribers according to this Agreement, if the failure to provide or distribute (as applicable) is due to any cause, except financial inability, beyond either Paciolan's or School's (as applicable) reasonable control (including, without limitation, any and all acts of God, acts of the public enemy, laws, rules and regulations of any governmental entity, wars or warlike action, arrest or other restraint by any governmental entity (whether civil or military), blockades, insurrections, riots, epidemics, landslides, sinkholes, lightning, earthquakes, hurricanes, storms, floods, washouts, fires or other casualty, strikes or other work stoppages, lockouts, or other industrial disturbances, civil disturbances, explosions, breakage or accidents to equipment or machinery, satellite failure or preemption, damage to or restriction on use of stadiums or their broadcasting facilities, confiscation or seizure by any government or public authority, bank holiday or similar restrictions on the transfer or acquisition of currency, nuclear reaction or radiation radioactive contamination, accidents, or repairs) ("Force Majeure").

11.7 Miscellaneous. (1) Unless this Agreement otherwise permits, a party's notice under this Agreement will be effective only if in writing and sent by either overnight delivery or registered or certified U.S. mail to the party's address set forth above. Notice sent by overnight delivery will be effective on the next business day after delivery to the overnight service. Notice sent by mail will be effective on the third day after posting. A party may change its address by giving the other party notice of the changed address. (2) This Agreement, including its Exhibits, contains the entire understanding and supersedes all prior or contemporaneous oral, and all prior written, understandings of the parties relating to the subject matter of this Agreement. (3) No waiver of any right under, and no amendment to, this Agreement will be effective unless in writing and signed by both parties. (4) The invalidity of any provision of this Agreement will not

affect the validity of any other provision of this Agreement. (5) No provision of this Agreement may be interpreted against any party because that party or its legal representative drafted the provision. (6) Paciolan reserves, and may exercise as it chooses, all rights to the Service not specifically granted to School under this Agreement. (7) Any recourse of either party against the other under or relating to this Agreement extends only to such other party and not to any employee, owner, shareholder, partner, member, director, officer, or agent of such other party.

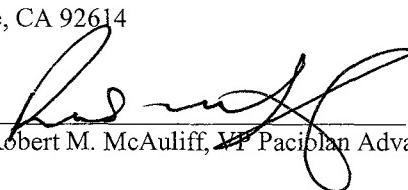
ARTICLE 12: UPDATES TO PRODUCT FUNCTIONALITY

Paciolan shall handle enhancements to the functionality of the product in the following manner:

1. School may submit requests for enhancement at any time. Requests may be submitted by School in writing, through email, or over the phone, but must be submitted to the School's designated client contact at Paciolan.
2. Enhancements to product functionality will be implemented at the end of each quarter based on requests compiled from all Schools/users of the product over the course of the preceding quarter. For example, enhancements requested from Jan. 1-Mar. 31, if accepted, will be enabled no sooner than the June 30 release of the software.
3. Paciolan reserves the right to accept or reject any requested product enhancements. Paciolan assumes no obligation to implement any enhancements requested unless specifically accepted in writing in a separate agreement.
4. Any requested enhancements to the product become the property of Paciolan upon receipt from the School. The School, though submission of the enhancement request, certifies that to the best of their knowledge that the request violates no copyright or patent by any other party.

IN WITNESS WHEREOF, the parties hereto have executed this Agreement by their duly authorized representatives and caused this Agreement to be executed as of the Effective Date.

Paciolan, Inc.
17305 Von Karman
Irvine, CA 92614

By: 
Robert M. McAuliff, VP Paciolan Advanced Ticketing Services

West Virginia University
PO Box 0877
Morgantown, West Virginia 26507-0877

By:

**West Virginia University
Purchase Change Request**

FY 3	Buyer T	Date 06/11/03	Acct.# P2367	P.O. Date 09/23/98	Order# 201048
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Document

- Requisition (Cancellation only)
- Regular Purchase Order
- Contract Purchase Order
- Open End Contract Purchase Order
- Agreement

Purpose of Change (Check boxes applicable)

- Cancellation
- Increase/Decrease
- Unused Balance (\$25.00 Maximum)
- Error in Total Amount
- Freight
- Change of Account
- Renewal
- Change of Vendor Name/
Address
- Extension Error
- Other

Vendor Name, Address, FEIN, Phone #

Paciolan, Inc.
17305 Von Karman Avenue
Irvine, CA 92614

FIMS# 0000049808

Spending Unit Name & Address

West Virginia University
Department of Intercollegiate Athletics
PO Box 0877
Morgantown, WV 26507

Item #	Quantity	Description	Unit Price	Extended Price
		<p>Change Order # 8 PLEASE REVISE ORIGINAL PURCHASE ORDER AS FOLLOWS:</p> <p>1. Change Contract Total from \$262,270.00 to OPEN END</p> <p>Effective Date: June 11, 2003</p> <p>FUNDING WILL NOW BE VARIOUS</p> <p style="text-align: right;">WV State Purchasing Division Administration Unit Certified Encumbered</p> <p style="text-align: right;">JUN 13 2003</p> <p style="text-align: right;"><i>John Harlan</i></p> <p style="text-align: center;">JUN 16 2003</p>		

Reason for Change:

Consider Open-End because of various funding over multiple years.

Previous Total	\$262,270.00
Increase	\$
Decrease	\$
New Total	\$OPEN END

Funding Paragraph

Service performed under this contract is to be continued in the succeeding fiscal year contingent upon funds being appropriated by the Legislature for this service. In the event funds are not appropriated for this service, this contract becomes of no effect and is null and void after June 30.

Approved

Ed Ames 6/11/03

Procurement Officer

Date

**West Virginia University
Purchase Change Request**

FY 3	Buyer T	Date 3/18/03	Acct.# P2367	P.O. Date 9/23/98	Order# 201048
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Document

- Requisition (Cancellation only)
- Regular Purchase Order
- Contract Purchase Order
- Open End Contract Purchase Order
- Agreement

Purpose of Change (Check boxes applicable)

- Cancellation
- Increase/Decrease
- Unused Balance (\$25.00 Maximum)
- Freight
- Renewal
- Extension Error
- Error in Total Amount
- Change of Account
- Change of Vendor Name/Address
- Other

Vendor Name, Address, FEIN, Phone #

Paciolan, Inc.
17305 Von Karman Avenue
Irvine, CA 92614

FIMS# 0000049808

Spending Unit Name & Address

West Virginia University
Department of Intercollegiate Athletics
PO Box 0877
Morgantown, WV 26507

Item #	Quantity	Description	Unit Price	Extended Price
		<p>Change Order # 7 X # 10392</p> <p>PLEASE REVISE TERMS OF CONTRACT AS FOLLOWS:</p> <p>Provide professional services to develop a custom program allowing internet transactions from the Paciolan system to be exported for processing with another processing company, as per the attached Statement of Work Proposal.</p> <p>Effective Date: March 4, 2003</p> <p style="text-align: center;">WV State Purchasing Division Administration Unit Certified Encumbered</p> <p style="text-align: center;">APR 2 2003</p> <p style="text-align: center;"><i>John Hunter</i></p>		\$8,000.00

Reason for Change:

To allow Internet transactions processed through Paciolan's e.Venue system to be captured and then transferred to a third party processing system.

Previous Total \$254,270.00

Increase \$ 8,000.00

Decrease \$0.00

New Total \$262,270.00

Funding Paragraph

Service performed under this contract is to be continued in the succeeding fiscal year contingent upon funds being appropriated by the Legislature for this service. In the event funds are not appropriated for this service, this contract becomes of no effect and is null and void after June 30.

Approved

Ed Ames 3/19/03

Date

Procurement Officer

Dawne Wayfield

Attorney General

APR 04 2003

WVU FOIA #19125-156

WVU FOIA #19209-162

Professional Services Statement of Work Proposal

Lisa Lively

West Virginia University

February 28, 2003

Purpose: To develop a custom program allowing Internet transactions from the Paciolan system exported for processing with another processing company.

Objective: To allow Internet transactions processed through Paciolan's e.Venue system to be captured in pending mode. Once the transactions are put into pending mode, a custom program will be needed to clear the pending file and store these transactions in another file. The program will also allow for exporting the data from the secondary file and have an option to purge data once processed on the third party processing system.

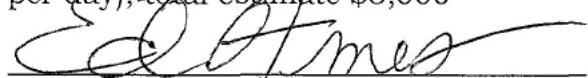
Work Definition: The custom programming creation and testing is estimated to take 5 business days. The work definition includes the following:

- Analysis of custom program
- Written program specifications developed by Paciolan and signed by WVU
- Program development
- Program testing
- Program delivery

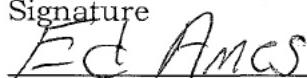
Responsibilities: The Paciolan programming department will create the custom program based on the program specifications created by Paciolan's Project Manager. Paciolan's Project Manager will work with the Customer's Project Manager to ensure that the program specifications meet the needs of the Customer.

Terms and Conditions: These programming and testing services will be provided at our programming rate of \$200 per hour (\$1600 per day). Services will be billed when incurred as stated in Paciolan Services Policies and includes a 50% premium for after-hours work. Scheduled dates and Programming personnel will be confirmed when purchase order is received.

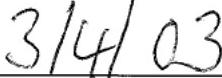
Cost Estimate: \$8,000 for custom programming and testing (assumes five 8-hour days @ \$1,600 per day); total estimate \$8,000



Signature



Print Name


Date



P.O. Number

Please verify the address on the attached quote. Upon your review, please fax signed proposal with P.O. # to **Linda Reimer**, Professional Services Manager at **(949) 476-1199**.

**West Virginia University
Purchase Change Request**

FY 3	Buyer T	Date 1/02/03	Acct.# P2367	P.O. Date 9/23/98	Order# 201048
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Document

- Requisition (Cancellation only)
- Regular Purchase Order
- Contract Purchase Order
- Open End Contract Purchase Order
- Agreement

Purpose of Change (Check boxes applicable)

- Cancellation
- Increase/Decrease
- Unused Balance (\$25.00 Maximum)
- Error in Total Amount
- Freight
- Renewal
- Change of Account
- Extension Error
- Change of Vendor Name/
Address
- Other

Vendor Name, Address, FEIN, Phone #

Paciolan, Inc.
17305 Von Karman Avenue
Irvine, CA 92614

FIMS# 0000049808

Spending Unit Name & Address

West Virginia University
Department of Intercollegiate Athletics
PO Box 0877
Morgantown, WV 26507

Item #	Quantity	Description	Unit Price	Extended Price
		<p>Change Order # 6 X # 9959</p> <p>PLEASE REVISE TERMS OF CONTRACT AS FOLLOWS:</p> <p>Provide Software Maintenance for Basic+ Consulting Service level with 24-Users for t.Res, t.Fund, t.Credit, and a.AR for Contract Year: July 1, 2002 - June 30, 2003</p> <p>Effective Date: July 1, 2002</p> <p style="text-align: right;">WV State Purchasing Division Administration Unit Certified Encumbered</p> <p style="text-align: right;">J. [Signature]</p> <p style="text-align: right;">JAN 08 2003</p>	Per Quarter \$7,734.00	\$30,936.00

Reason for Change:

Backup documentation for this service was submitted as part of CO# 5, but amount was inadvertently not encumbered.

Previous Total	\$223,334.00
Increase	\$ 30,936.00
Decrease	\$ 0.00
New Total	\$254,270.00

Funding Paragraph

Service performed under this contract is to be continued in the succeeding fiscal year contingent upon funds being appropriated by the Legislature for this service. In the event funds are not appropriated for this service, this contract becomes of no effect and is null and void after June 30.

Approved

Ed Ames 1/3/03
Procurement Officer Date

Samp E. Wayfield
Attorney General

**West Virginia University
Purchase Change Request**

FY 3	Buyer R	Date 7/15/02	Acct.# P2367	P.O. Date 9/23/98	Order# 201048
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Document

- Requisition (Cancellation only)
- Regular Purchase Order
- Contract Purchase Order
- Open End Contract Purchase Order
- Agreement

Purpose of Change (Check boxes applicable)

- Cancellation
- Increase/Decrease
- Unused Balance (\$25.00 Maximum)
- Freight
- Renewal
- Extension Error
- Error in Total Amount
- Change of Account
- Change of Vendor Name/
Address
- Other

Vendor Name, Address, FEIN, Phone #

Paciolan, Inc.
17305 Von Karman Avenue
Irvine, CA 92614

FIMS# 0000049808

Spending Unit Name & Address

West Virginia University
Department of Intercollegiate Athletics
PO Box 0877
Morgantown, WV 26507

Item #	Quantity	Description	Unit Price	Extended Price
		Change Order #5 RENEWAL # 3 & 4 X # 8870		
1		To renew agreement # 201048 originally effective July 1, 1998 for fiscal years 2002 and 2003 as per the terms and conditions of the original contract.		
2		To update the hardware, software, support and maintenance agreements as per the attached		
3		To change vendor address From: Paciolan Systems 2875 Temple Avenue Long Beach, CA 90806-2212 FIMS # 0000049808 TO: Paciolan Systems 17305 Von Karman Avenue Irvine, CA 92614 FIMS # 0000049808 Renewal Periods: July 1, 2001 thru June 30, 2002 July 1, 2002 thru June 30, 2003 Effective Date: July 1, 2001 May be renewed annually	WV State Purchasing Division Administration Unit Certified Encumbered JUL 23 2002 <i>John Glens</i>	

Reason for Change:

To provide upgrades to the existing system, renew the contract and change vendor address

JUL 24 2002

Previous Total \$93,708.00

Increase \$129,626.00

Decrease \$0.00

New Total \$223,334.00

Bunding Paragraph

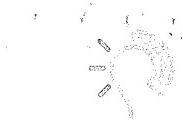
Service performed under this contract is to be continued in the succeeding fiscal year contingent upon funds being appropriated by the Legislature for this service. In the event funds are not appropriated for this service, this contract becomes of no effect and is null and void after June 30.

Approved

Procurement Officer

Date

Ed Ames 7/15/02
APPROVED FOR ONE FISCAL YEAR
Sawyer E. Wayfield
 Attorney General



Paciolan

Your tickets, your way.

July 11, 2002

Mr. Ed Ames
Procurement Services
West Virginia University
One Waterfront Place 3rd Floor
Morgantown, WV 58506

Re: WVU Contract #201048

Dear Mr. Ames:

Paciolan, Inc. wishes to renew the above referenced contract for the fiscal years 2001-2002 and 2002-2003.

The renewal of WVU Contract #201048 for FYE 2003 includes upgrades to the ticketing, fund raising, accounting and Internet systems as specified on the attached agreements.

Paciolan understands and agrees that the terms and conditions of the original contract, which includes the WV-96 Agreement Addendum signed by Paciolan on June 25, 2002, will govern this change order/renewal.

Should you require any additional information please feel free to contact your Sales Representative, Kathy Burns, at (949) 476-1212 or by email at kburns@paciolan.com.

Sincerely,

Brooks Corbin
Chief Financial Officer

HARDWARE AND SOFTWARE ACCEPTANCE AGREEMENT

This agreement is between **Paciolan, Inc.**, ("Paciolan") a California Corporation, having its principal place of business at 17305 Von Karman, Irvine, California, 92614, and **West Virginia University - Intercollegiate Athletics** ("Customer") having its usual place of business at 260 Coliseum, Morgantown, WV 26507. This agreement is an addendum to, and is hereby incorporated into, the Data Processing System Purchase Contract entered into by Paciolan and Customer on March 10, 1999 (the "Master Agreement"). Also attached an incorporated herein is the Implementation Project Statement of Work (the "SOW").

The hardware (Hardware), software and professional services purchased under this agreement are detailed in the Investment Addendum, hereby attached to and incorporated into this Agreement. The software licensed herein is restricted to use on the RS/6000 being purchased by Customer under this Agreement.

The following details the terms of purchase for this agreement:

\$2,000	Initial Consulting Fee - Due ON execution of this Agreement
\$35,356	DUE ON Hardware Acceptance, but in no event sooner than August 1, 2002
\$25,239	DUE ON TX2 Installation, but in no event sooner than August 1, 2002
\$26,616	DUE ON TX2 Acceptance, but in no event sooner than September 1, 2002

Purchase Order and Payment

In the event of any conflict between this agreement and the terms and conditions of any purchase order, the terms and conditions of this agreement will prevail.

Invoices are due and payable on receipt and will be past due if full payment is not received by Paciolan within a period of thirty (30) days from date of the invoice. Failure to remit the full amount during this period will entitle Paciolan to collect a late charge. Late payments shall bear interest on the unpaid amount due at one and one-half percent (1.5%) per month or the maximum allowed by law, which ever is the lower. Any disputes of an amount invoiced must be reported to Paciolan within five (5) working days from Customer's receipt of the invoice.

Hardware Delivery

The Hardware will be shipped by Paciolan to Customer, freight prepaid, in accordance with a mutually agreeable delivery schedule. Upon Hardware acceptance, the Hardware will become the sole property of Customer. The address of the site to which the Hardware is to be delivered is:

West Virginia University - Intercollegiate Athletics
260 Coliseum
Morgantown, WV 26507

Hardware and Software Acceptance Agreement

Signatures

The signatures below of representatives, who have legal authority to bind their respective organizations, consummate this agreement and agree to the Software Usage Terms & Conditions attached hereto and made a part of this agreement. This agreement does not alter any existing agreement between Customer and Paciolan unless explicitly provided for herein. In the event of a conflict between the provisions of this Agreement and a previous agreement, this agreement will prevail.

PACIOLAN

Signature
Brooks Corbin
Name
Chief Financial Officer
Title
6-24-02
Date

CUSTOMER

Signature
Ed Ames
Name
CPO
Title
June 28, 02
Date

Investment Addendum

INVESTMENT SUMMARY - RS/6000 & TX2 Conversion				
Qty	Description	Unit Price	Ext Price	QSC
	HARDWARE - IBM RS/6000			
1	IBM RS/6000 Model p620, 2-Way 450MHz Processor, 512MB Memory, (2)18.2GB Disks, 128-Port Controller, CD-ROM, 20/40GB 4mm Tape Drive, Ethernet Adapter, E54 Color Monitor, Keyboard, Mouse	\$34,222	\$34,222	\$990 *
1	16-Port RAN	Existing		
1	Educational Discount	(\$1,787)	(\$1,787)	
2	256MB Kingston Memory**	\$650	\$1,300	
5	4mm Backup Tape	\$32	\$160	
1	Powerware External 1500KVA UPS	\$1,461	\$1,461	
	Total Hardware Purchase Price		\$35,356	\$990
	SOFTWARE			
	Applications Software			
1	Ticketing (TX2) Software	N/C	N/C	**
1	Accuterm 2000 Site License Upgrade	\$350	\$350	N/A
	Total Applications Software		\$350	
	Operating Environment Software			
1	AIX Media Fee - CD	\$50	\$50	N/A
1	Unlimited User IBM AIX version 4.3.3	N/C	N/C	N/A
1	24-User UniVerse version 9.5.2.1 DBMS	N/C	N/C	N/A
	Total Operating Environment Software		\$50	
	SERVICES***			
1	Day(s) Project Management	\$1,600	\$1,600	N/A
2	Day(s), RS/6000 Configuration and Testing @ Paciolan	\$1,200	\$2,400	N/A
2	Day(s), RS/6000 Setup @ Customer Site	\$1,200	\$2,400	N/A
3	Day(s), Remote Req. Analysis/Conv Preparation for t.Res(EST)	\$1,400	\$4,200	N/A
8	Basic Season Conversion	\$350	\$2,800	N/A
6	Detail In-Depth Season Conversion (1-6)	\$1,500	\$9,000	N/A
8	Detail In-Depth Season Conversion (7+)	\$2,500	\$20,000	N/A
10	Day(s), TX2 Training (ESTIMATE)	\$1,200	\$12,000	N/A
-	Day(s), Custom Program Rebuild	\$1,400	N/C	N/A
3	Day(s), Request Rebuild t.Res (ESTIMATE)	\$1,200	\$3,600	N/A
2	Day(s), Facility Map Building Training (ESTIMATE)	\$1,200	\$2,400	N/A
	Total Services		\$60,400	
	* QSC — Manufacturer's Quarterly Service Charge			
	Customer is responsible for procuring maintenance services directly from manufacturer or third party provider. Refer to Supported Products document for warranty and maintenance information.			
	** Quarterly software maintenance for Basic+ Consulting Service level with 24-Users for TX2, SG, RE, CA, and AR is \$8,913.			
	*** All services are estimates and based on 8-hour day, plus expenses (refer to Services Policies document). Travel expenses (airfare, meals, lodging, etc.) will be billed to customer as incurred. Unused training and consultation days will be credited to future service purchases.			
	TOTAL SYSTEM		\$96,156	\$990

Investment Addendum

e. VENUE SYSTEM INSTALLATION

Qty	Description	Unit Price
Professional Services		
1	e.Venue version 5.4 Upgrade Installation	\$4,900
1	Conversion to Paciolan Hosted environment*	\$2,000
1	Sonic Wall Tele3 VPN Client	N/C
TOTAL e. VENUE SYSTEM		\$6,900

Investment Addendum

e. VENUE SERVICE FEES		
Qty	Description	Service Fee
New Order Packages (1)		
	New Season Orders Fees	\$6.00 each
	Designer Series / Seasons	
	(Note - includes 1st payment processed)	
Payment Plan Options (2)		
	Additional payments processed via e.Venue	\$3.00 each
Will Call Pickup (Kiosk) (3)		
	Transactions completed via KIOSK will call pick	\$0.50 each
Online Donation Processing (4)		
	Minimum Per Transaction	5%
	Maximum Per Transaction	\$1.00
		\$5.00
Print at Home (5)		
		\$0.50 each

1 New Season Orders, and Designer Series / Season Orders are based on the number of Applications completed through the e.Venue Broker. Per Ticket or Item fee fee will not apply to New Season Orders or Designer Series / Season Orders.

2 Donation Payment Plan Option allows for multiple payments through e.Venue.

3 Will call pick up transactions completed via KIOSK through the e.Venue broker.

4 Online donation processing, minimum fee is \$1.00, maximum fee is \$5.00

5 Print at home price is per ticket printed.

Note: Fees not listed above will be governed by the existing contract.

Investment Addendum

INVESTMENT SUMMARY	
Description	Price
Phase 1:	
TX2 Upgrade with RS/6000 e.Venue Upgrade	\$96,156 \$6,900
Sub-Total Phase 1	\$103,056
Less Discount*	-\$13,845
Total Phase 1	\$89,211
Phase 2:	
GUI/t.Res Upgrade and SG to t.Fund Conversion	\$35,390
Total Phase 2:	\$35,390
SYSTEM TOTAL	\$124,601

* Discount is contingent upon total purchase of Phase 1 and Phase 2.

Software/Hardware Usage Terms And Conditions

Paciolan Application Software Right Of Use

The Paciolan Application Software, in both its object and source code form, (the "Software") and the system design and the programs that realize that design are the sole property of Paciolan. Paciolan retains the sole right for licensing of the Software. Customer's right is the use of the Software's object code provided that it complies with the terms and conditions of this agreement and abides by the limitations specified herein. This is non-exclusive and non-transferable and is limited to the computer specified in the attached Software Acceptance Agreement. In addition, the Customer may not copy, modify or duplicate the Software in any way without the express written permission of Paciolan, and Customer is restricted in the use of the Software to the processing of one data set at one operational site and only for the Customer's own business. The usage of the Software will not subject Customer to any charges except as provided herein, and will not expose Customer to liability for violations of copyrights or patents.

Paciolan agrees that the data to which the Software is to be applied during Customer's usage is the property of Customer and agrees neither to make use of this data nor to transfer it to any other party without Customer's written consent.

Third Party Software Limited Warranty

Paciolan warrants that the Third Party Software provided herein will perform its intended functions with the Paciolan System in accordance with the applicable licensor's specifications at the time of delivery. Any other warranties with respect to the Third Party Software shall be limited to the applicable third party licensor's warranty provided to Customer. Copies of the Third Party licensors' specifications and warranties, to the extent applicable, will be supplied at the time of installation of the third party products. Customer acknowledges that it has sole responsibility for complying with all Third Party licensor warranty requirements, including the prompt completion and mailing of any Customer executed license agreements, product registrations, or warranty forms. Failure to do so may jeopardize Customer's license rights, including rights to warranty claims and upgrades.

Software Functional Warranty

Paciolan warrants that the Software will perform the functions represented in the online documentation provided to Customer under the terms of this agreement so long as Customer maintains the Hardware per its manufacturer's specifications. This guarantee does not cover loss of function due to any changes of hardware, operating system, or software made by any person other than Paciolan.

Software Performance Warranty

Paciolan warrants that the Software will be free of material defects and errors for a period of one year following the ratification of this agreement. At the expiration of this period, this warranty will be extended as long as the Customer uses the Software under the terms of a Paciolan Software Support and Services Contract or Addendum. Paciolan makes no guarantees that the operation of the Software will be error-free or that its performance with any other application software will be flawless.

Project Management

Paciolan will appoint an appropriately qualified individual as a project manager (the "Project Manager") to manage the implementation of the Hardware, Software and Professional Services detailed in the attached Investment Addendum. The Project Manager shall assist Customer in providing a mutually acceptable project schedule (the "Schedule") and completion criteria as specified in the Schedule Section (Section 5) of the Implementation Project Statement of Work (SOW) attached and incorporated herein.

After reaching agreement on the Schedule, Customer and Paciolan mutually agree to make commercially reasonable efforts to perform according to the Schedule and within the service days allotted. The Change Control Procedure Section (Section 7) of the SOW will govern any changes to the schedule or service days allotted to the project.

Limitation on Liability

The extent of Customer's or Paciolan's liability for any damages, loss, claim or expense arising out of or in relation to this agreement shall be limited to an amount not to exceed the total value of the application software and professional services as detailed in the Investment Summary Section of the Investment Addendum.

To the maximum extent permitted by applicable law, in no event and under no legal theory will either Customer or Paciolan be liable to the other for any indirect, special, incidental, or consequential damages of any kind arising out of the use of any of the components or services covered by this agreement. This shall include, without limitation, damages for lost profits, lost savings, loss of goodwill, loss of malfunction, or any and all other damages or losses, even if the Party had been informed of the possibility of such damages.

The Customer and Paciolan mutually recognize that the products and services to be provided by Paciolan could not be made available under the terms of this agreement or under any similar terms without a substantial increase in cost should they assume a greater degree of liability to each other.

Unauthorized Access

Customer agrees to take all reasonable measures to protect the Software from unauthorized use or transfer. Included in these measures, the Customer will ensure that its employees, agents, contractors, sub contractors, and consultants, who have access to the Software or its documentation, understand the confidential and proprietary nature of the Software and the Customer's obligation to protect the Software, its design and features. Customer shall be liable for any gross negligence or intentional malicious acts committed by its employees, agents, contractors, subcontractors, and consultants that result in the unauthorized transfer of the Software. Should any unauthorized transfer take place, Customer agrees to take full responsibility for terminating the unauthorized usage.

Hardware Ownership

The Hardware (the Hardware), exclusive of any operating system firmware, will become the property of Customer as soon as Customer has made full payment to Paciolan of the Hardware Purchase Price as detailed on the Investment Addendum. Prior to full payment being made, the Hardware remains the property of Paciolan.

The risk of loss or damage of the Hardware will become the responsibility of Customer immediately upon delivery at Customer's site.

Hardware Guarantee

Paciolan warrants that the Hardware will perform in accordance with its Manufacturer's at the time of delivery and installation by Paciolan. Copies of the Manufacturer's specifications and warranties, to the extent applicable, will be supplied with shipment of the Hardware products.

Separately Billable Items

Unless specifically itemized as part of this agreement, the following items, if applicable, are the responsibility of the Customer and will be billed separately.

Shipping/Handling and Insurance

All shipping, handling and insurance costs are the responsibility of Customer. Components will be shipped to Customer freight prepaid, and Paciolan will bill Customer as charges are incurred.

Traveling and Lodging

Travel, meals, and lodging expenses incurred by Paciolan personnel in the execution of this Contract will be billed to Customer as they are incurred. Customer may request the right to approve such expenditures in advance and such approval will not be unreasonably withheld.

Sales Tax

Customer is responsible for payment of all applicable sales taxes. Customer warrants that any applicable sales taxes will be paid and evidence of payment will be provided to Paciolan upon request. If Customer is tax exempt, a copy of Customer's certificate of exemption should be returned to Paciolan with the signed purchase contract.

Acceptance

The Hardware will be deemed accepted by Customer as soon as it has been installed at Customer's location, subjected to tests carried by Paciolan and Customer, and declared operational by Paciolan and Customer. The Software will be deemed accepted by Customer upon the first of the following to occur: (A) the Software has been installed on the hardware, Customer has received its initial training from Paciolan in its use and Paciolan and Customer mutually agree that the Software materially conforms with its documentation; or (B) thirty (30) days following its first use in a transaction with Customer's patrons and/or clients. The Professional Services will be deemed accepted upon Customer's payment of the invoice documenting the delivery of the specific services delivered to Customer by Paciolan or thirty (30) days following the date of the invoice, if such invoice is not contested by Customer within five (5) business days from Customer's receipt of the invoice.

Termination

Either party may terminate this agreement upon a material breach of any of its terms. The aggrieved party must notify the offending party in writing and the offending party shall have thirty-days (30) from receipt of such notification to cure the default. In the case of a termination resulting from default by Customer, Paciolan may immediately terminate all Software licenses granted herein. In such case, Customer shall immediately discontinue the use of the Software, return all copies of the Software and its documentation which exist on media owned by Paciolan, and allow Paciolan to erase or destroy all copies of the Software and its documentation that exist on media belonging to Customer.

SOFTWARE ACCEPTANCE AGREEMENT

This Agreement is between **Paciolan, Inc.** ("Paciolan"), a California Corporation, having its principal place of business at 17305 Von Karman, Irvine, California 92614, and **West Virginia University - Intercollegiate Athletics** ("Customer") having its usual place of business at 260 Coliseum, Morgantown, WV 26507. This agreement is an addendum to, and is hereby incorporated into, the Data Processing System Purchase Contract entered into by Paciolan and Customer on March 10, 1999.

The application software and professional services provided under this agreement are detailed in the Investment Addendum, hereby attached to and incorporated into the Software Acceptance Agreement. The software purchased is restricted to use on the IBM RS/6000, Machine Type: 7025-p620, S/N: To Be Determined.

The following details the terms of purchase for this agreement:

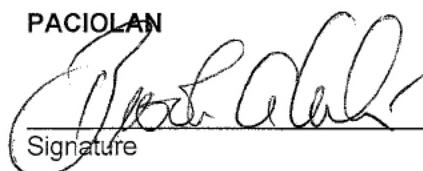
100% \$35,390 **DUE ON** July 1, 2003

In the event of any conflict between this agreement and the terms and conditions of any purchase order, the terms and conditions of this agreement will prevail.

Invoices are due and payable on receipt and will be past due if full payment is not received by Paciolan within a period of thirty (30) days from date of the invoice. Failure to remit the full amount during this period will entitle Paciolan to collect a late charge. Late payments shall bear interest on the unpaid amount due at one and one-half percent (1.5%) per month or the maximum allowed by law, which ever is the lower. Any disputes of an amount invoiced must be reported to Paciolan within five (5) working days from Customer's receipt of the invoice.

The signatures below of representatives, who have legal authority to bind their respective organizations, consummate this agreement and agree to the Software Usage Terms & Conditions attached hereto and made a part of this agreement. This agreement does not alter any existing agreement between Customer and Paciolan unless explicitly provided for herein. In the event of a conflict between the provisions of this agreement and a previous agreement, this agreement will prevail.

PACIOLAN



Signature
Brooks Corbin
Name
Chief Financial Officer
Title
6-24-02
Date

CUSTOMER



Signature
Ed Ames
Name
CPO
Title
June 28, 02
Date

Investment Addendum

INVESTMENT SUMMARY - GUI Upgrade				
Qty	Description	Unit Price	Ext Price	QSC
HARDWARE				supplied by Customer
<u>Minimum Networked PC Requirements</u>				
500MHz Processor				
128MB Memory				
2-3GB Free Disk space				
Windows 2000 Professional				
SOFTWARE				
Applications Software				
1	t.Res (GUI Ticketing) Software	N/C	N/C	*
1	t.Fund (GUI Fund Development) Software	N/C	N/C	*
1	t.Credit (GUI Credit Authorization) Software	N/C	N/C	*
1	a.Acct (GUI Accounting) Software	N/C	N/C	*
18	SB+ Client Windows/GUI Emulation Software Licenses	\$295	\$5,310	Included
Total Applications Software				<u>\$5,310</u>
Operating Environment Software				
1	Unlimited User IBM AIX version 4.3.3	Existing		N/A
1	24-User UniVerse version 9.5.2.1 DBMS	Existing		N/A
24	SB Runtime Upgrade (Server Edition) Release 5.0.4	\$195	\$4,680	Included
Total Operating Environment Software				<u>\$4,680</u>
SERVICES**				
<u>t.Res conversion</u>				
1	Day(s) Project Management	\$1,600	\$1,600	N/A
1	Day(s), Conversion	\$1,400	\$1,400	N/A
1	Day(s), SB+ Client Installation (up to 24 PCs)	\$1,200	\$1,200	N/A
0.5	Day(s), Custom Program Rebuild (ESTIMATE)	\$1,600	\$800	N/A
2	Day(s), GUI Installation/Training - t.Res	\$1,200	\$2,400	N/A
Subtotal t.Res Services				<u>\$7,400</u>
<u>t.Fund conversion</u>				
1	Day(s) Project Management	\$1,600	\$1,600	N/A
2	Day(s) Preparation and Analysis for FD conversion	\$1,400	\$2,800	N/A
2	Day(s) Software Installation and Conversion	\$1,400	\$2,800	N/A
5	Day(s) Setup and Training	\$1,200	\$6,000	N/A
3	Day(s) Request Rebuild (ESTIMATE) (this includes rebuilding of dictionaries and requests up to 5 reports)	\$1,200	\$3,600	N/A
Subtotal t.Fund Services				<u>\$16,800</u>
<u>a.AR conversion</u>				
1	Day(s) Setup and Training	\$1,200	\$1,200	13
Subtotal a.AR Services				<u>\$1,200</u>
QSC — Manufacturer's Quarterly Service Charge				
Customer is responsible for procuring maintenance services directly from manufacturer or third party provider. Refer to Supported Products document for warranty and maintenance information.				
* Quarterly software maintenance for Basic+ Consulting Service level with 24-Users for t.Res, t.Fund, t.Credit, and a.AR is \$7,734.				
** All services are estimates and based on 8-hour day, plus expenses (refer to Services Policies document). Travel expenses (airfare, meals, lodging, etc.) will be billed to customer as incurred. Unused training and consultation days will be credited to future service purchases.				
TOTAL SYSTEM				<u>\$35,390</u>

Software Usage Terms And Conditions

Paciolan Application Software Right Of Use

The Paciolan application software, in both its object and source code form, (the "Software") and the system design and the programs that realize that design are the sole property of Paciolan. Paciolan retains the sole right for licensing of the Software. Customer's right is the use of the Software's object code provided that it complies with the terms and conditions of this agreement and abides by the limitations specified herein. This is non-exclusive and non-transferable and is limited to the computer specified in the attached Software Acceptance Agreement. In addition, the Customer may not copy, modify or duplicate the Software in any way without the express written permission of Paciolan, and Customer is restricted in the use of the Software to the processing of one dataset at one operational site and only for the Customer's own business. The usage of the Software will not subject Customer to any charges except as provided herein, and will not expose Customer to liability for violations of copyrights or patents.

Paciolan agrees that the data to which the Software is to be applied during Customer's usage is the property of Customer and agrees neither to make use of this data nor to transfer it to any other party without Customer's written consent.

Third Party Software Limited Warranty

Paciolan warrants that the Third Party Software provided herein will perform its intended functions with the Paciolan Systems in accordance with the applicable licensor's specifications at the time of delivery. Any other warranties with respect to the Third Party Software shall be limited to the applicable third party licensor's warranty provided to Customer. Copies of the third party licensors' specifications and warranties, to the extent applicable, will be supplied at the time of installation of the third party products. Customer acknowledges that it has sole responsibility for complying with all third party licensor warranty requirements, including the prompt completion and mailing of any Customer executed license agreements, product registrations, or warranty forms. Failure to do so may jeopardize Customer's license rights, including rights to warranty claims and upgrades.

Software Functional Warranty

Paciolan warrants that the Software will perform the functions represented in the online documentation provided to Customer under the terms of this agreement so long as Customer maintains the hardware per its manufacturer's specifications. This guarantee does not cover loss of function due to any changes of hardware, operating system, or software made by any person other than Paciolan.

Software Performance Warranty

Paciolan warrants that the Software will be free of material defects and errors for a period of one year following the ratification of this agreement. At the expiration of this period, this warranty will be extended as long as the Customer uses the Software under the terms of a Paciolan Software Support and Services Contract. Paciolan makes no guarantees that the operation of the Software will be error-free or that its performance with any other application software will be flawless.

Limitation on Liability

The extent of Customer's or Paciolan's liability for any damages, loss, claim or expense arising out of or in relation to this agreement shall be limited to an amount not to exceed the total value of the application software and professional services as detailed in the Investment Summary Section of the Investment Addendum.

To the maximum extent permitted by applicable law, in no event and under no legal theory will either Customer or Paciolan be liable to the other for any indirect, special, incidental, or consequential damages of any kind arising out of the use of any of the components or services covered by this agreement. This shall include, without limitation, damages for lost profits, lost savings, loss of goodwill, loss of malfunction, or any and all other damages or losses, even if the Party had been informed of the possibility of such damages.

The Customer and Paciolan mutually recognize that the products and services to be provided by Paciolan could not be made available under the terms of this agreement or under any similar terms without a substantial increase in cost should they assume a greater degree of liability to each other.

Unauthorized Access

Customer agrees to take all reasonable measures to protect the Software from unauthorized use or transfer. Included in these measures, the Customer will ensure that its employees, agents, contractors, sub contractors, and consultants, who have access to the Software or its documentation, understand the confidential and proprietary nature of the Software and the Customer's obligation to protect the Software, its design and features. Customer shall be liable for any gross negligence or intentional malicious acts committed by its employees, agents, contractors, subcontractors, and consultants that result in the unauthorized transfer of the Software. Should any unauthorized transfer take place, Customer agrees to take full responsibility for terminating the unauthorized usage.

Separately Billable Items

Unless specifically itemized as part of this agreement, the following items, if applicable, are the responsibility of the Customer and will be billed separately.

Shipping/Handling and Insurance

All shipping, handling and insurance costs are the responsibility of Customer. Components will be shipped to Customer freight prepaid, and Paciolan will bill Customer as charges are incurred.

Traveling and Lodging

Travel, meals, and lodging expenses incurred by Paciolan personnel in the execution of this Contract will be billed to Customer as they are incurred. Customer may request the right to approve such expenditures in advance and such approval will not be unreasonably withheld.

Sales Tax

Customer is responsible for payment of all applicable sales taxes. Customer warrants that any applicable sales taxes will be paid and evidence of payment will be provided to Paciolan upon request. If Customer is tax exempt, a copy of Customer's certificate of exemption should be returned to Paciolan with the signed purchase contract.

Termination

Either party may terminate this agreement upon a material breach of any of its terms. The aggrieved party must notify the offending party in writing and the offending party shall have thirty-days (30) from receipt of such notification to cure the default. In the case of a termination resulting from default by Customer, Paciolan may immediately terminate all Software licenses granted herein. In such case, Customer shall immediately discontinue the use of the Software, return all copies of the Software and its documentation which exist on media owned by Paciolan, and allow Paciolan to erase or destroy all copies of the Software and its documentation that exist on media belonging to Customer.

e.Report Software and Services Agreement

This Agreement is between **Paciolan, Inc.** ("Paciolan"), a California Corporation, having its principal place of business at 17305 Von Karman, Irvine, California 92614, and **West Virginia University Department of Athletics** ("Customer") having its usual place of business at 260 Coliseum, Morgantown, West Virginia 26507. This agreement is an addendum to, and is hereby incorporated into, the System Purchase Contract (the "Master Contract") entered into by Paciolan and Customer on March 10, 1999.

Attachments

The hardware, application software and professional services provided to Customer under this Agreement and the terms and conditions of their implementation are detailed in the Investment Addendum and a project statement of work (SOW), which are attached to and incorporated into this Agreement.

Financial Terms

Customer shall pay to Paciolan \$5,025 (the Contract Amount) which represents the sum of the following hardware and services detailed in the Investment Addendum:

Professional Services	\$4,600	Due on completion of e.Report Set-Up
Hardware and Third-party Software	\$425	Due on completion of e.Report Set-Up

The following details the financial terms for Customer's use of the software listed on the Investment Addendum and licensed to Customer under this Agreement:

Quarterly Software Usage Fee	\$750	Due on the first day of the Initial Use Period and on the first day of any Renewal Period
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In the event of any conflict between this agreement and the terms and conditions of any, purchase order, the terms and conditions of this agreement will prevail.

Payment Terms

Invoices are due and payable on receipt and will be past due if Paciolan does not receive full payment within a period of thirty (30) days from date of the invoice. Failure to remit the full amount during this period will entitle Paciolan to collect a late charge. Late payments shall bear

e.Report Software and Services Agreement

interest on the unpaid amount due at one and one-half percent (1.5%) per month or the maximum allowed by law, which ever is the lower. Any disputes of an amount invoiced must be reported to Paciolan within five (5) working days from Customer's receipt of the invoice.

Agreement Term

This Agreement becomes effective on the date of its execution and will expire on June 30, 2003 (the Initial Use Period). Upon expiration, this Agreement will automatically be renewed for a period of one year on that date and on the anniversary of that date in each subsequent year (the Renewal Periods) or until either party gives written notice of its intention to terminate this Agreement. Such notice will be provided, at a minimum, sixty (60) days in advance of the expiration date.

Paciolan will have the right to increase the Use Fee for any subsequent annual Renewal Period provided that Paciolan delivers a written notice to Customer of such an increase thirty (30) days in advance of the expiration of the then current period and that Customer will have the right to terminate the Agreement within thirty (30) days following the receipt of such a notice from Paciolan.

Software Right Of Use

The Paciolan e.Report application software (the Software), which includes both the system design and the programs that realize that design, is the property of Paciolan and of Crystal Decisions, Inc (Crystal). Paciolan and Crystal retain the sole rights for licensing of the Software. Customer's right is the use of the Software provided that it complies with the terms and conditions of this agreement and abides by the limitations specified herein. This right is non-exclusive and non-transferable. In addition, Customer may not copy, duplicate, transcribe, or reverse engineer the Software or its designs in any way without the express written permission of Paciolan. Customer's use of the Software is restricted to compilation and analysis of its business data for its business purposes and to the number of licensed concurrent users as provided in the attached Investment Addendum. The usage of the Software will not subject Customer to any charges except as provided herein, and will not expose Customer to liability for violations of copyrights or patents.

Paciolan agrees that the data to which the Software is to be applied during Customer's usage is the property of Customer and agrees neither to make use of this data nor to transfer it to any other party without Customer's written consent.

Software Access Warranty

Paciolan will create and maintain at a location of its choosing, a Customer specific e.Report web page or pages (the Web Site) for the benefit of the Customer. The Web Site will provide access to the Software licensed herein to Customer and will be configured by Paciolan as provided for

in the attached project statement of work (SOW). Paciolan will take the commercially reasonable steps necessary to ensure that the Web Site is secure, functional and continually available to the Customer (subject to reasonable downtime for maintenance, upgrades and repairs). Paciolan will notify Customer of any scheduled maintenance that will make the Web Site unavailable to the Customer and will take reasonable steps to schedule such maintenance at times mutually convenient to Paciolan and Customer.

Software Performance Warranty

Paciolan warrants that the Software will be free of material defects and errors for the term of this Agreement. Paciolan makes no guarantees that the operation of the Software will be error-free or that its performance or its performance with any other application software will be flawless.

Software Support

The software right of use granted herein shall entitle Customer to designate a software system manager (System Manager) as the primary point of contact for Paciolan's administration and support of this Agreement. Paciolan will provide reasonable initial instruction to the System Manager in the use of the software as part of the project implementation and will thereafter during the term of the Agreement provide reasonable assistance to the System Manager, by telephone or email during Paciolan's business hours, in the operation of the pre-defined (Standard) reports detailed in the SOW as well as assistance in determining cause for inability to access the Customer's e.Report web site on the hosted server. Assistance in the design and operation of custom (non-standard) reports will be available at Paciolan's publish hourly rates.

Limitation on Liability

The extent of Customer's or Paciolan's liability for any damages, loss, claim or expense arising out of or in relation to this agreement shall be limited to an amount not to exceed the total value of license Software fees paid to Paciolan over the initial term of this Agreement. To the maximum extent permitted by applicable law, in no event and under no legal theory will either Customer or Paciolan be liable to the other for any indirect, special, incidental, or consequential damages of any kind arising out of the use of any of the components or services covered by this agreement. This shall include, without limitation, damages for lost profits, lost savings, loss of goodwill, loss of malfunction, or any and all other damages or losses, even if the Party had been informed of the possibility of such damages.

The Customer and Paciolan mutually recognize that the products and services to be provided by Paciolan could not be made available under the terms of this agreement or under any similar terms without a substantial increase in cost should they assume a greater degree of liability to each other.

Unauthorized Access

Customer agrees to take all reasonable measures to protect the Software from unauthorized use. Included in these measures, the Customer will ensure that its employees, agents, contractors, sub contractors, and consultants, who have access to the Software or its documentation, understand the confidential and proprietary nature of the Software and the Customer's obligation to protect the Software, its design and features.

Web Site Security

Customer agrees and acknowledges that its use of the Web Site is specifically limited to the execution of its rights and obligations entered into under this Agreement. Customer further agrees and acknowledges that it is expressly prohibited from accessing, using or altering, any computer systems, computer software, data, resources, networks, lines, communication equipment used, owned, or leased by Paciolan. Customer agrees to take commercially reasonable steps to protect and control the security of the Web Site logins and passwords assigned to Customer and its employees and, subject to the limitation herein, Customer is liable for any negligence or intentional acts committed by Customer, its employees, contractors or agents through its access to the Web Site.

Paciolan agrees to take commercially reasonable steps to protect and control the security of the Web Site, and logins and passwords assigned to Customer and its employees and that, subject to the limitation herein, Paciolan is liable for any negligence or intentional acts committed by Paciolan or its employees, contractors or agents through its access to the Web Site.

Separately Billable Items

All services, programming, custom reports, equipment, licenses not specifically itemized as part of this Agreement, are the responsibility of the Customer and will be billed separately. Customer is specifically responsible for payment of all applicable sales, use, import or export taxes and duties. Customer warrants that any applicable sales taxes and duties will be paid and evidence of payment will be provided to Paciolan upon request. If Customer is tax exempt, a copy of Customer's certificate of exemption should be returned to Paciolan with the signed purchase contract.

Termination

Either party may terminate this agreement upon a material breach of any of its terms. The aggrieved party must notify the offending party in writing and the offending party shall have thirty-days (30) from receipt of such notification to cure the default. In the case of a termination resulting from default by Customer, Paciolan may immediately terminate all Software licenses granted herein. In such case, Customer shall immediately discontinue the use of the Software, return all copies of the Software documentation to Paciolan, and Paciolan shall have the right to

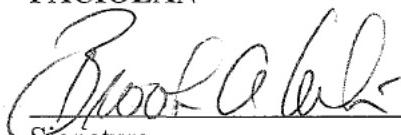
eReport Software and Services Agreement

erase or destroy all copies of the Software and its documentation that exist on media belonging to Customer and Paciolan.

Authorized Representatives

The signatures below of representatives, who have legal authority to bind their respective organizations, consummate this agreement and agree to the Software Usage Terms & Conditions attached hereto and made a part of this agreement. This agreement does not alter any existing agreement between Customer and Paciolan unless explicitly provided for herein. In the event of a conflict between the provisions of this agreement and the Master Contract or other agreement, this agreement will prevail.

PACIOLAN



Signature

Brooks Corbin

Name

Chief Financial Officer

Title

6-10-02

Date

CUSTOMER



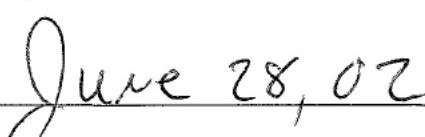
Signature



Name

C.P.O

Title



Date

Investment Addendum

Qty	Description	Unit Price	Ext Price	QSUF
e.Report Set Up Charge:				
Professional Services				
2	Day(s), e.Report Set Up Services	\$1,600	\$3,200 ✓	N/A
1	Day(s), Operating Environment Upgrade	\$1,400	\$1,400 ✓	N/A
Third-Party Software				
1	UniVerse 9.5.2.1 Upgrade		Included in RS/6000 quote	N/A
1	AIX 4.3.2 Upgrade		Included in RS/6000 quote	N/A
Hardware				
1	SonicWall Tele3 VPN Client	\$425	\$425 ✓	N/A
Quarterly Software Usage Fee				
1	e.Report Base 2-User License**		N/C	\$750*
QSUF=Quarterly Software Usage Fee N/A=Not Applicable				
* Software Support Services, as defined in the e.Report Software and Services Agreement, Software Support section, are included as part of the Quarterly Software Usage Fee.				
Design and development of custom reports are a separately billable item.				
** License through June 30, 2003.				
TOTAL e.Report Set Up Charge:				\$5,025
TOTAL QSUF:				\$750

WVU ESSA Rev. 02/12/02

Page 1

Page Initials BL EP

WVU FOIA #19125-181

WVU FOIA #19209-187

Software Support and Services Contract
Paciolan Exhibit

Support Fee Addendum

Customer: West Virginia University - Athletics

Contract Year: July 1, 2002 - June 30, 2003

Service Program and Quarterly Service Charge:

Basic + Consulting Service

\$7,734

UniVerse Users: 24

Covered Products:

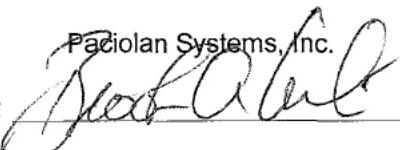
t.Res Ticketing, t.Fund Development, a.Accounts Receivable, t.Credit Authorization, Systems, Network and Third Party Operating Environment

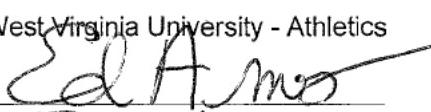
Payment Terms

Invoices are due and payable on receipt and will be past due if full payment is not received by Paciolan within a period of thirty (30) days from date of the invoice. Failure to remit the full amount during this period will entitle Paciolan to collect a late charge. Late payments shall bear interest on the unpaid amount due at one and one-half percent (1.5%) per month or the maximum allowed by law, which ever is the lower. Any disputes of an amount invoiced must be reported to Paciolan within five (5) working days from Customer's receipt of the invoice.

Signatures

The following are the signatures of representatives of Paciolan and CUSTOMER who have legal authority to bind their respective organizations and by signing have consummated this contract:

By: 
Name: Brooks Corbin
Title: Chief Financial Officer
Date: 6/25/02

West Virginia University - Athletics
By: 
Name: Ed Ames
Title: CFO
Date: JUNE 28, 02

**West Virginia University
Purchase Change Request**

FY 1	Buyer M	Date 10/9/00	Acct.# P2367	P.O. Date 9/23/98	Order# 201048
---------	------------	-----------------	-----------------	----------------------	------------------

Document

- Requisition (Cancellation only)
- Regular Purchase Order
- Contract Purchase Order
- Open End Contract Purchase Order
- Agreement

Purpose of Change (Check boxes applicable)

- Cancellation
- Increase/Decrease
- Unused Balance (\$25.00 Maximum)
- Freight
- Renewal
- Extension Error
- Error in Total Amount
- Change of Account
- Change of Vendor Name/
Address
- Other

Vendor Name, Address, FEIN, Phone #

Paciolan Systems
2875 Temple Avenue
Long Beach, CA 90806-2212

FIMS # 0000049808

Spending Unit Name & Address

West Virginia University
Dept. of Intercollegiate Athletics
PO Box 0877
Morgantown, WV 26507-0877

Item #	Quantity	Description	Unit Price	Extended Price
		<p>Change Order # 4 Renewal # 2 X # 4875</p> <p>To renew agreement # 201048 originally effective July 1, 1998 for on additional year according to all terms and conditions contained in the original contract, with an increase in quarterly payments - From: \$6,333.00 To: \$6,672.00</p> <p>Renewal Period: July 1, 2000 thru June 30, 2001</p> <p>Effective Date: July 1, 2000</p> <p>To Provide the Following: Basic Software Support Fee and Consulting Services.</p> <p>WV State Purchasing Division Administration Unit Certified Encumbered</p> <p>May be renewed annually</p> <p>DEC 00 2000</p>	\$6,672.00	\$26,688.00

Reason for Change:

Renewal #2 of agreement and to increase the quarterly payments

Previous Total	\$67,020.00
Increase	\$26,688.00
Decrease	\$0.00
New Total	\$93,708.00

Funding Paragraph

Service performed under this contract is to be continued in the succeeding fiscal year contingent upon funds being appropriated by the Legislature for this service. In the event funds are not appropriated for this service, this contract becomes of no effect and is null and void after June 30.

Approved

Nellie Dink
Procurement Officer

10-09-00
Date

Dawn E. Wayfield
Attorney General

WVU FOIA #19125-183

WVU FOIA #19209-189

**Board of Trustees
Purchase Change Request**

FY 00	Buyer M	Date 9-13-99	Acct.# P2367 X2066	P.O. Date 9-23-98	Order# 201048
----------	------------	-----------------	--------------------------	----------------------	------------------

Document

- Requisition (Cancellation only)
- Regular Purchase Order
- Contract Purchase Order
- Open End Contract Purchase Order
- Agreement

Purpose of Change (Check boxes applicable)

- Cancellation
- Increase/Decrease
- Unused Balance (\$25.00 Maximum)
- Freight
- Renewal
- Extension Error
- Error in Total Amount
- Change of Account
- Change of Vendor Name/
Address
- Other

Vendor Name, Address, FEIN, Phone #

Paciolan Systems
2875 Temple Ave
Long Beach, CA 908062212

FIMS # 0000049808

Spending Unit Name & Address

West Virginia University
Dept of Intercollegiate Athletics
PO Box 0877
Morgantown, WV 26507-0877

Item #	Quantity	Description	Unit Price	Extended Price
1		<p>Change Order # 3 Renewal # 1 <i>X2066</i></p> <p>To renew agreement # 201048 for one additional year. Originally effective July 1, 1998, according to all terms and conditions contained in the original contract.</p>		
2		<p>To revise quarterly payments: FROM: \$ 6072.00</p> <p>TO: \$ 6333.00</p> <p>State Account # 4151 2000 0463 099 038</p> <p>Renewal Period: July 1, 1999 thru June 30, 2000</p> <p>Effective Date: July 1, 1999</p> <p>TO PROVIDE THE FOLLOWING: Basic Software Support Fee and Consulting Services.</p> <p>May be renewed annually.</p>	<p>WV State Purchasing Division Administration Unit Certified Encumbered</p> <p>OCT 1 - 1999</p> <p><i>J. L. Dickey</i></p>	

Reason for Change:

Renewal # 1 of agreement and to increase the quarterly payments.

Previous Total	\$41688.00
Increase	\$25332.00
Decrease	\$ _____
New Total	\$67020.00

Funding Paragraph

Service performed under this contract is to be continued in the succeeding fiscal year contingent upon funds being appropriated by the Legislature for this service. In the event funds are not appropriated for this service, this contract becomes of no effect and is null and void after June 30.

Approved

Procurement Officer

Date

Nelene Dickey 9-15-99
George Wayfield
Attorney General
WVU FOIA #19125-184
WVU FOIA #19209-190

Support Fee Addendum

Customer: West Virginia University - Athletics

Contract Year: July 1, 1999 – June 30, 2000

Service Program and Quarterly Service Charge – Please check service level desired.

Current Service Program: Basic + Consulting Service

Basic Service	\$4,560	<input type="checkbox"/>
Basic + After Hours Service	\$5,739	<input type="checkbox"/>
Basic + Consulting Service	\$6,333	<input checked="" type="checkbox"/>
Premium Service	\$6,792	<input type="checkbox"/>

UniVerse Users: 24

Covered Products:

Ticketing, Support Group, Recruiting, General Ledger, Accounts Receivable Systems, Network, and Third Party Operating Environment

Please note: Sales tax will be added for California customers.

Signatures

The following are the signatures of representatives of PSI and CUSTOMER who have legal authority to bind their respective organizations and by signing have consummated this contract:

Paciolan Systems, Inc.

By: Jane C. Kleinberger

Name: Jane C. Kleinberger

Title: President

Date: Aug 25, 1999

West Virginia University
Athletics

By: John Tueng

Name: JOHN D THUENIG

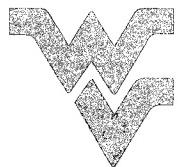
Title: ASST A.D.

Date: 8/31/99

MOUNTAINEERS

West Virginia University

Intercollegiate Athletics
PO BOX 0877
MORGANTOWN WV 26507-0877



MEMORANDUM

TO: Helene Deniken

FROM: Ruby Shrout

DATE: September 9, 1999

We would like to renew purchase order 201048 for an additional year of maintenance beginning July 1, 1999 thru June 30, 2000 under the same terms and conditions as the original order.

If you have any questions, please give me a call. Thank you.

**Board of Trustees
Purchase Change Request**

FY 99	Buyer M	Date 4-19-99	Acct.# P 2367 X 1180	P.O. Date 9-23-98	Order# 201048
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Document

- Requisition (Cancellation only)
- Regular Purchase Order
- Contract Purchase Order
- Open End Contract Purchase Order
- Agreement

Purpose of Change (Check boxes applicable)

- Cancellation
- Increase/Decrease
- Unused Balance (\$25.00 Maximum)
- Error in Total Amount
- Freight
- Renewal
- Extension Error
- Change of Account
- Change of Vendor Name/Address
- Other

Vendor Name, Address, FEIN, Phone #

Paciolan Systems
2875 Temple Ave
Long Beach, CA 908062212

FIMS # 0000049808

Spending Unit Name & Address

West Virginia University
Dept of Intercollegiate Athletics
PO Box 0877
Morgantown, WV 26507-0877

Item #	Quantity	Description	Unit Price	Extended Price
		<p style="text-align: center;"><u>Change Order # 2</u></p> <p>To correct change order # 1</p> <p>NOW READS: Quarterly Payments: \$ 10,422.00 per quarter</p> <p>Increase : \$10,422.00 Total now reads: \$ 34,710.00</p> <p>State Account # 4151 1999 0463 099 038 / X982 \$ 10,422.00</p> <p>CHANGE TO READ: Quarterly Payments: \$ 6072.00</p> <p>To incorporate items as listed on following pages into the agreement with an increase of \$ 17,400.00</p> <p>To decrease State Account # 4151 1999 0463 099 038 = \$ 10,422.00 (CO #1)</p> <p>To ADD 2 new State Account numbers 4151 1999 0463 099 171 = \$ 7,400.00 4151 1999 0463 099 025 = \$ 10,000.00</p> <p>EFFECTIVE DATE: March 1, 1999</p>	<p style="text-align: right;">WV State Purchasing Division Administration Unit Certified Encumbered</p> <p style="text-align: right;">APR 23 1999</p> <p style="text-align: right;"><u>J. Deenup</u></p>	

Reason for Change:

To correct change order # 1 and to incorporate items listed on the following pages.

Previous Total	\$34710.00
Increase	\$17400.00
Decrease	\$10422.00
New Total	\$41688.00

Funding Paragraph

Service performed under this contract is to be continued in the succeeding fiscal year contingent upon funds being appropriated by the Legislature for this service. In the event funds are not appropriated for this service, this contract becomes of no effect and is null and void after June 30.

Approved

Procurement Officer

Date

Sale B. Taylor

Attorney General

APR 28 1999
WVU FOIA #19125-187

WVU FOIA #19209-193



December 30, 1998

Mr. Bob DeVault
System Administrator
West Virginia University
Intercollegiate Athletics
Ticket Office
Morgantown, WV 26507

Dear Bob,

This letter is in reference to your request for a system analysis for West Virginia University in preparation for New User Interface (NUI).

STANDARD NUI PRICING

NUI pricing for all existing customers is as follows:

Stand-alone In Any Combination

	Stand-alone	In Any Combination
Ticketing	\$4,000	\$4,000
Support Group	1,000	1,000
Credit Authorization	n/c	n/c
Accounting (GL, AP, AR, PO)	2,000	1,000
Facility Scheduling	1,000	n/c
Recruiting	1,000	n/c

Included with the NUI versions of the above software, the NUI version of the Mail List (ML) software and the Mailbox (MB) software are provided at no additional charge.

NUI SOFTWARE MAINTENANCE

There will be no additional charges for maintenance of the converted NUI software.

RECOMMENDED TRAINING

Based on the size of your organization, the number of software packages installed, and whether the NUI conversion includes accounting or not, there will be a recommended number of training days for the various NUI software packages and/or NUI conversion.

REQUIRED HARDWARE/OPERATING SOFTWARE UPGRADES

The implementation of the NUI software may require additional hardware (e.g. memory, disk) and an upgrade to AIX or UniVerse. Our technical staff has completed a system profile of your configuration and, based on a number of factors, there may be a need to upgrade memory and/or disk as well as load the necessary AIX or UniVerse release that will support the new software. The following are guidelines for any NUI install:

1. Your system must be on an AIX version of 3.2 or greater.
2. Your system must be on a UniVerse version of 7.3.1d or greater.
3. The upgrade of UniVerse from version 6 to version 7 requires and additional 55MB of disk.
4. The implementation of NUI requires an additional 80 to 150MB of disk.
5. NUI requires 2MB of memory for each UniVerse users plus 8MB for the AIX operating system (e.g. a system with a 12-user UniVerse license will need at least 32MB of memory).
6. After all new software is loaded, PSI recommends at least 500MB of free disk space.

Based on the above guidelines, the evaluation done at the time of the last quote your system did not require any additional hardware. However, since it has been quite a while since it was reviewed, I have asked the tech department to re-analyze the system. I will let you know the results as soon as the come in.

CUSTOM PROGRAMS

There will be additional charges for converting custom programs to NUI. The conversion will be billed at our regular rate of \$1400 per day. Any custom programs that we have identified at your site will be detailed below as estimates. If you are aware of others, please inform your account manager, Christine Harding or me. Be aware that the custom conversion estimates reflect the current custom programs. Should there be significantly enhanced, new ones added, or some deleted, the price will vary.

PRICING DETAILS

SOFTWARE

<u>Qty</u>	<u>Description</u>	<u>Price</u>
1	NUI Ticketing SB+ License Fee	\$ 4,000 ✓
1	NUI Support Group SB+ License Fee	1,000 ✓
1	NUI Accounting SB+ License Fee	1,000 ✓
1	NUI Recruiting SB+ License Fee	n/c
1	Day Custom Programming Conversion (RE-CONV:WVU and SG-ZONE:WVU)	✓ 1,400
Subtotal, Software		<hr/> \$ 7,400

PROJECT MANAGEMENT*

<u>Qty</u>	<u>Description</u>	<u>Price</u>
3	Days, Training (TX)	✓ \$ 3,000
2	Days, Training (SG)	✓ 2,000
1	Days, Training (RE)	✓ 1,000
4	Days, Training (GL,AR)	✓ 4,000
Subtotal, Project Management		<hr/> \$10,000
SYSTEM TOTAL		\$17,400 <hr/> =====

* All services are based on an 8-hour day (refer to Services Policies document) plus expenses: Travel expenses (airfare, meals, lodging, etc.) will be billed to customer as incurred. Unused training and consultation days will be credited to future service purchases.

CABLING

It is possible that your existing cabling does not conform to the most recent cabling specification laid out by Paciolan or by IBM. The proper cabling guidelines are outlined in the PSI document **RS/6000 Cable Specifications** (included with this letter) and are also contained in the **Customer Service Reference Guide**.

Mr. Bob DeVault
December 30, 1998
Page 4 of 4

If your cables do not comply with these standards, it is possible that our non-standard cables will work without any problems. However, we have experienced problems with non-standard cables and AIX version 4. Therefore, any time spent by PSI troubleshooting problems caused by this cabling will be billed at prevailing rates. If you are unsure as to your cabling needs, please contact our Technical Support Department at 562/424-8070.

ITEMS NOT INCLUDED

Some items are not included in the price quotation and we want you to be aware of these costs as you budget for the TX2 and system installation. First, sales tax has not been quoted. For most customers (those not in California) PSI does not collect sales tax; however, you may have to include tax on the system in your total budget calculation. Any taxes (other than California) would be handled by you in accordance with your state regulations.

The second item not included in the price schedule is the cost of travel, meals, and lodging of PSI representative(s) for their visit(s) to your offices for installation and training. These costs are billed to you as incurred, and no per diem charges are imposed. We will work with you to lessen the impact of these costs on your budget (attempting to take advantage of airfare discounts and utilizing special relationships that you may have with area hotels and/or restaurants).

The third item not included is shipping costs, which are also billed as incurred.

PAYMENT TERMS

The prices quoted herein are guaranteed for a period of sixty days from the date of this letter. Our standard payment terms are 100% due in arrears, after product installation.

Once you have an opportunity to review this information, please feel free to call me if you have any questions regarding the contents of this proposal.

Sincerely,



Kathy Burns
Customer Sales Manager

**Board of Trustees
Purchase Change Request**

FY 99	Buyer M	Date 3-2-99	Acct.# P000002367	P.O. Date 9-23-98	Order# 201048
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Document

- Requisition (Cancellation only)
- Regular Purchase Order
- Contract Purchase Order
- Open End Contract Purchase Order
- Agreement

Purpose of Change (Check boxes applicable)

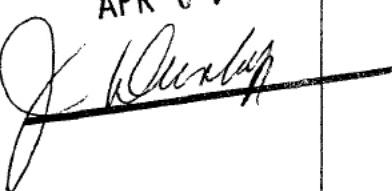
- Cancellation
- Increase/Decrease
- Unused Balance (\$25.00 Maximum)
- Error in Total Amount
- Freight
- Renewal
- Change of Account
- Extension Error
- Change of Vendor Name/
Address
- Other

Vendor Name, Address, FEIN, Phone #

Paciolan Systems
2875 Temple Ave
Long Beach, CA 908062212

Spending Unit Name & Address

West Virginia University
Dept. Intercollegiate Athletics
PO Box 0877
Morgantown, WV 26507-0877

Item #	Quantity	Description	Unit Price	Extended Price								
		<p>Change Order # 1</p> <p>To add New User Interface Software to the existing system as per the following pages.</p> <p>Quarterly payments now read: \$ 6072.00 per quarter</p> <p>Increase quarterly payments to: \$ 10,422.00 per quarter</p> <p>Effective Date: March 1, 1999 to June 30, 1999</p> <p>Funding Remains the same.</p> <p style="text-align: right;">APR 07 1999  WV State Purchasing Division Administration Unit Certified Encumbered</p>										
		<p>Reason for Change: To add the New User Interface Software to the existing system and to increase the quarterly payments.</p> <table> <tr> <td>Previous Total</td> <td>\$ 24288.00</td> </tr> <tr> <td>Increase</td> <td>\$ 10422.00</td> </tr> <tr> <td>Decrease</td> <td>\$ _____</td> </tr> <tr> <td>New Total</td> <td>\$ 34710.00</td> </tr> </table>	Previous Total	\$ 24288.00	Increase	\$ 10422.00	Decrease	\$ _____	New Total	\$ 34710.00		
Previous Total	\$ 24288.00											
Increase	\$ 10422.00											
Decrease	\$ _____											
New Total	\$ 34710.00											

Funding Paragraph

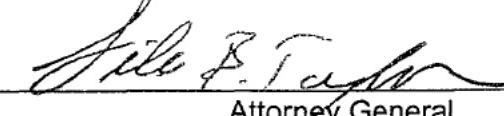
Service performed under this contract is to be continued in the succeeding fiscal year contingent upon funds being appropriated by the Legislature for this service. In the event funds are not appropriated for this service, this contract becomes of no effect and is null and void after June 30.

Approved


Nellie Dinken 3-2-99

Procurement Officer

Date


T. B. Taylor
Attorney General

WVU FOIA #19125-192

WVU FOIA #19209-198



December 30, 1998

Mr. Bob DeVault
System Administrator
West Virginia University
Intercollegiate Athletics
Ticket Office
Morgantown, WV 26507

Dear Bob,

This letter is in reference to your request for a system analysis for West Virginia University in preparation for New User Interface (NUI).

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Included with the NUI versions of the above software, the NUI version of the Mail List (ML) software and the Mailbox (MB) software are provided at no additional charge.

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1	NUI Accounting SB+ License Fee	1,000
1	NUI Recruiting SB+ License Fee	n/c
1	Day Custom Programming Conversion (RE-CONV:WVU and SG-ZONE:WVU)	1,400
	Subtotal, Software	<hr/> <u>\$ 7,400</u>

PROJECT MANAGEMENT*

<u>Qty</u>	<u>Description</u>	<u>Price</u>
3	Days, Training (TX)	\$ 3,000
2	Days, Training (SG)	2,000
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4	Days, Training (GL,AR)	4,000
	Subtotal, Project Management	<hr/> <u>\$10,000</u>
	SYSTEM TOTAL	<hr/> <u>\$17,400</u>
		<hr/> =====

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Mr. Bob DeVault
December 30, 1998
Page 4 of 4

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Once you have an opportunity to review this information, please feel free to call me if you have any questions regarding the contents of this proposal.

Sincerely,



Kathy Burns
Customer Sales Manager

WVU MOUNTAINEERS

West Virginia University

Intercollegiate Athletics
PO BOX 0877
MORGANTOWN WV 26507-0877

MEMORANDUM

TO: Helene Deniken
Purchasing Agent

FROM: Ruby Shroud
Accountant

DATE: February 2, 1999

The attached requisition is a sole source order to Paciolan Systems for an upgrade to our existing system. It includes the license fee and days of training. All expenses will be paid by our department separately through other funds.

If you have any questions, please give me a call. Could you please fax this order to Kathy Burns at 562-595-7900. Thank you.

*Approved
J. H. Shroud
2/4/99*

Software Support and Services Contract

This contract is between Paciolan Systems, Inc. (referred to as "PSI") and West Virginia University-Athletics (referred to as "CUSTOMER"). The subject of the contract is the software support and services to be provided to CUSTOMER by PSI. This contract supersedes any previous software support contracts between the parties.

Term

This contract becomes effective upon installation of each software package. The term is for a period of one (1) year from the effective date. Upon expiration of the term, this agreement will be renewed automatically on an annual basis, unless canceled by CUSTOMER.

Either CUSTOMER or PSI may terminate this contract upon receipt of a thirty (60) day written notice to the other party. Once cancellation has become final, telephone support, updates, documentation, and all other services will be terminated. CUSTOMER may request support services on a time-and-materials basis at PSI's published hourly rates.

Payment & Credit Terms

CUSTOMER shall pay to PSI the Quarterly Service Charge (QSC) listed on the attached Support Fee Addendum, with payments commencing on the effective date of the contract and continuing quarterly thereafter.

Invoices are due and payable in accordance with the terms stated on each individual invoice. Failure to remit any amount when due shall entitle PSI to collect a late charge. Late payments shall bear interest on the unpaid amount due at one percent (1%) per month. CUSTOMER must report any disputes within five (5) working days of receipt of invoice.

If payment is not received within 30 days of invoice, a past due notice may be sent anytime thereafter. If payment is not received 30 days after the past due notice, unless other mutually acceptable arrangements are made, a termination notice will be sent. Time-and-materials services may be provided following such termination, provided PSI receives payment in full for all past invoices and advance payment in the form of a purchase order or other form of payment acceptable to PSI.

Support Fee Addendum

Attached and incorporated herein is a Support Fee Addendum that includes a complete list of the PSI software products, which together with systems support service and third-party operating environment products constitute the software being maintained under this contract. Also listed are any custom programs which will be supported and/or modified on a time-and-materials basis at PSI's published hourly programming rates.

Any other software running on CUSTOMER's computer, whether supplied by PSI or not, is not covered under this contract.

PSI reserves the right to increase these maintenance charges, provided that CUSTOMER is given sixty (60) days written notice.

Purchase Orders

In the event of any conflict between this contract and the terms and conditions of any purchase order, the terms and conditions of this contract will prevail.

Software Support and Services

PSI will provide CUSTOMER software support and services as provided for in the PSI Service Policies document which is attached and incorporated herein. This includes service in the area of applications software, systems, network, and third-party operating environment support. Service hours and the type of service CUSTOMER will receive will be based on CUSTOMER's choice of Service Programs, as described in the PSI Service Policies. PSI reserves the right to amend these policies provided that CUSTOMER is given written notice sixty (60) days prior to PSI implementing such amendments.

System Access

CUSTOMER will provide PSI access to the software via a direct voice grade telephone line and a PSI-approved modem. Telnet access is also desirable, but must be in addition to a phone line and modem access. Phone calls and telnet access from PSI to CUSTOMER's system will be at PSI's expense to the extent necessary to provide software support as outlined in this contract.

Third Party Operating Environment Support

PSI agrees to provide, as applicable, customer support services for the following third-party operating environment products: UniVerse database management system (UniVerse), AIX operating system (AIX), SB+ interface system (SB+), Protobase credit authorization software (PB), (jointly referred to as the OPERATING PRODUCTS) used by CUSTOMER in conjunction with the operation of PSI-developed software.

CUSTOMER warrants, where applicable, that it has the right to use UniVerse, AIX, SB+, and PB and has purchased or will purchase, in conjunction with this Agreement, the applicable OPERATING PRODUCTS for use with CUSTOMER's system. The rights to the OPERATING PRODUCTS and all related proprietary information shall at all times remain with the respective developers, Ardent Software (UniVerse and SB+), International Business Machines (AIX), and Southern DataComm (PB). PSI warrants that the OPERATING PRODUCTS will function to the extent warranted by their developers.

CUSTOMER also warrants that it will maintain the host computer system according to the environmental and maintenance standards of its manufacturer and will at all times keep in place an active service contract by a certified provider for the support and maintenance of the host computer system.

This contract does not provide for operating environment system services relating to the performance of software not developed by PSI. Nor does it provide for service on components of operating environment products that are not used by PSI software. In addition, this contract does not provide for support of any operating environment system services related to the use or connection of any hardware items not specifically approved by PSI.

Operational Databases/Sites

PSI support services are limited to the support of only one database on each of the PSI software systems specified in the Covered Products Section of the Support Fee Addendum. The database for each software system is limited to one operational site. A database is a distinct file set required to support one operational entity. An operational site is defined as any number of people operating a software system at a specific location. Other databases or operational sites must be provided for by written agreement between PSI and CUSTOMER.

Education/Retraining Requirements

If PSI can demonstrate that CUSTOMER's key personnel responsible for running the PSI software systems are insufficiently educated to perform essential system functions, PSI may recommend in writing that these individuals receive additional training at PSI's published training rates. CUSTOMER's failure to follow this recommendation may be deemed as default by PSI and may result in termination of the Software Support and Services Contract if such failure materially hinders PSI's performance of this contract. PSI is responsible to notify CUSTOMER in writing sixty (60) days in advance of the effective date of termination.

Amendments

Additions of software systems or UniVerse and AIX users to this contract may be made during the contract term by a written agreement signed by representatives of both parties. Additional software systems and/or additions to the number of OPERATING PRODUCT users will increase the support fees. CUSTOMER may delete application software systems from this contract. Requests for deletions must be submitted in writing to PSI at least sixty (60) days prior to the date of the intended change.

Addition of a Service Program can be made at any time. Discontinuing a Service Program requires sixty (60) days written notice. Once discontinued, the Service Program can not be reinstated for a period of one year.

Software Modification

Any modification by CUSTOMER of a PSI software system, OPERATING PRODUCT, or their related files without written permission from PSI will result in the termination of this software support and services contract.

Limitation of Liability

Neither PSI nor CUSTOMER will be liable for special, indirect, incidental, or consequential damages arising out of this agreement.

Settlement of Disputes

Any dispute affecting this contract will be resolved by submitting the dispute to an independent arbitrator chosen by agreement of PSI and CUSTOMER and such arbitration shall be conducted in accordance with the rules of the American Arbitration Association. It is agreed that the decision of this arbitrator shall be binding, and that the costs of settling the dispute shall be allocated among the parties by the arbitrator.

Services Policies Acceptance

Attached as an exhibit and incorporated herein are PSI's Services Policies. These policies detail the service program choices available and the support services provided within each service level. CUSTOMER has read, understands, and agrees to abide by these policies.

Correspondence

All communications between the parties in connection with this contract should be in writing and addressed as follows:

To PSI:

Paciolan Systems, Inc.
2875 Temple Avenue
Long Beach, CA 90806
Attn: Contracts Administrator

To CUSTOMER:

Mr. John D. Twining
West Virginia University-Athletic
Intercollegiate Athletics Coliseum
Morgantown, WV. 26507

Signatures

The following are the signatures of representatives of PSI and CUSTOMER who have legal authority to bind their respective organizations and by signing have consummated this contract:

Paciolan Systems, Inc.

By:



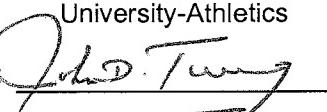
Name: Jane C. Kleinberger

Title: President

Date: Aug. 25, 1999

West Virginia
University-Athletics

By:



Name: JOHN D. TWINING

Title: ASS'T A.D.

Date: 8/31/99



West Virginia Board of Trustees

Buyer: M Page 1 of 8 Pages

PO. No.:

201048

Institution: West Virginia University

Date:
9-23-98

WVFIMS Acct. No.:

Fiscal Year: 99

P000002367

Purchase Order

Vendor Name and Address:

FIMS#
0000049808

Ship To:
West Virginia University
Dept. Intercollegiate Athletics
PO Box 0877
Morgantown, WV 26507-0877

Paciolan Systems
2875 Temple Ave
Long Beach, CA 908062212

Invoice in Quintuplicate To:
West Virginia University
Procurement Services
PO Box 6024
Morgantown, WV 26506-6024

Agreement

This Agreement constitutes the acceptance of contract made by and between the WEST VIRGINIA BOARD OF TRUSTEES on behalf of West Virginia University and Paciolan Systems for Basic Software Support Fee and Consulting Services as per the following pages.

Service beginning July 1, 1998 and extending until June 30, 1999. All in accordance with standard form of agreement attached hereto as a part hereof.

SCHEDULE OF PAYMENT

\$6072.00 per quarterly

Not to exceed \$ 24288.00

WV State Purchasing Division
Administration Unit
Certified Encumbered

FEE: \$24288.00

TRAVEL EXPENSE: \$ _____

OTHER EXPENSE: \$ _____

TOTAL: \$24288.00

SEP 30 1998

A. Stotts

George W. Vayfield

Attorney General

TOTAL:	<u>\$24288.00</u>
--------	-------------------

Authorized
Signature:

Nelene Denika
Procurement Officer

Support Fee Addendum

Customer: West Virginia University

Contract Year: July 1, 1998 – June 30, 1999

Service Program and Quarterly Service Charge – Please check service level desired.

Basic Service	\$4,317	<input type="checkbox"/>
Basic + After Hours Service	\$5,484	<input type="checkbox"/>
Basic + Consulting Service	\$6,072	<input checked="" type="checkbox"/>
Premium Service	\$6,528	<input type="checkbox"/>

UniVerse Users: 24

Covered Products:

Ticketing, Support Group, Recruiting, General Ledger, Accounts Receivable, Systems, Network, and Third Party Operating Environment

Signatures

The following are the signatures of representatives of PSI and CUSTOMER who have legal authority to bind their respective organizations and by signing have consummated this contract:

Paciolan Systems, Inc.

By: Jane C. Kleinberger

Name: Jane C. Kleinberger

Title: President

Date: April 24, 1998

West Virginia University

By: John D. Twining

Name: John D. Twining

Title: Assistant Athletic Director for Finance

Date: July 23, 1998

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This contract is between Paciolan Systems, Inc. (referred to as "PSI") and West Virginia University (referred to as "CUSTOMER"). The subject of the contract is the software support and services to be provided to CUSTOMER by PSI. This contract supersedes any previous software support contracts between the parties.

Term

This contract becomes effective upon installation of each software package. The term is for a period of one (1) year from the effective date. Upon expiration of the term, this agreement will be renewed automatically on an annual basis, unless canceled by CUSTOMER.

Either CUSTOMER or PSI may terminate this contract upon receipt of a sixty (60) day written notice to the other party. Once cancellation has become final, telephone support, updates, documentation, and all other services will be terminated. CUSTOMER may request support services on a time-and-materials basis at PSI's published hourly rates.

Payment & Credit Terms

CUSTOMER shall pay to PSI the Quarterly Service Charge (QSC) listed on the attached Support Fee Addendum, with payments commencing on the effective date of the contract and continuing quarterly thereafter.

Invoices are due and payable in accordance with the terms stated on each individual invoice. Failure to remit any amount when due shall entitle PSI to collect a late charge. Late payments shall bear interest on the unpaid amount due at one percent (1%) per month. CUSTOMER must report any disputes within five (5) working days of receipt of invoice.

If payment is not received within 30 days of invoice, a past due notice may be sent anytime thereafter. If payment is not received 30 days after the past due notice, unless other mutually acceptable arrangements are made, a termination notice will be sent. Time-and-materials services may be provided following such termination, provided PSI receives payment in full for all past invoices and advance payment in the form of a purchase order or other form of payment acceptable to PSI.

Support Fee Addendum

Attached and incorporated herein is a Support Fee Addendum that includes a complete list of the PSI software products, which together with systems support service and third-party operating environment products constitute the software being maintained under this contract. Also listed are any custom programs which will be supported and/or modified on a time-and-materials basis at PSI's published hourly programming rates.

Any other software running on CUSTOMER's computer, whether supplied by PSI or not, is not covered under this contract.

PSI reserves the right to increase these maintenance charges, provided that CUSTOMER is given sixty (60) days written notice.

Software Support and Services Contract

Purchase Orders

In the event of any conflict between this contract and the terms and conditions of any purchase order, the terms and conditions of this contract will prevail.

Software Support and Services

PSI will provide CUSTOMER software support and services as provided for in the PSI Service Policies document which is attached and incorporated herein. This includes service in the area of applications software, systems, network, and third-party operating environment support. Service hours and the type of service CUSTOMER will receive will be based on CUSTOMER's choice of Service Programs, as described in the PSI Service Policies. PSI reserves the right to amend these policies provided that CUSTOMER is given written notice sixty (60) days prior to PSI implementing such amendments.

System Access

CUSTOMER will provide PSI access to the software via a direct voice grade telephone line and a PSI-approved modem. Telnet access is also desirable, but must be in addition to a phone line and modem access. Phone calls and telnet access from PSI to CUSTOMER's system will be at PSI's expense to the extent necessary to provide software support as outlined in this contract.

Third Party Operating Environment Support

PSI agrees to provide, as applicable, customer support services for the following third-party operating environment products: UniVerse database management system (UniVerse), AIX operating system (AIX), SB+ interface system (SB+), Protobase credit authorization software (PB), (jointly referred to as the OPERATING PRODUCTS) used by CUSTOMER in conjunction with the operation of PSI-developed software.

CUSTOMER warrants, where applicable, that it has the right to use UniVerse, AIX, SB+, and PB and has purchased or will purchase, in conjunction with this Agreement, the applicable OPERATING PRODUCTS for use with CUSTOMER's system. The rights to the OPERATING PRODUCTS and all related proprietary information shall at all times remain with the respective developers, Ardent Software (UniVerse and SB+), International Business Machines (AIX), and Southern DataComm (PB). PSI warrants that the OPERATING PRODUCTS will function to the extent warranted by their developers.

CUSTOMER also warrants that it will maintain the host computer system according to the environmental and maintenance standards of its manufacturer and will at all times keep in place an active service contract by a certified provider for the support and maintenance of the host computer system.

This contract does not provide for operating environment system services relating to the performance of software not developed by PSI. Nor does it provide for service on components of operating environment products that are not used by PSI software. In addition, this contract does not provide for support of any operating environment system services related to the use or connection of any hardware items not specifically approved by PSI.

Software Support and Services Contract

Operational Databases/Sites

PSI support services are limited to the support of only one database on each of the PSI software systems specified in the Covered Products Section of the Support Fee Addendum. The database for each software system is limited to one operational site. A database is a distinct file set required to support one operational entity. An operational site is defined as any number of people operating a software system at a specific location. Other databases or operational sites must be provided for by written agreement between PSI and CUSTOMER.

Education/Retraining Requirements

If PSI can demonstrate that CUSTOMER's key personnel responsible for running the PSI software systems are insufficiently educated to perform essential system functions, PSI may recommend in writing that these individuals receive additional training at PSI's published training rates. CUSTOMER's failure to follow this recommendation may be deemed as default by PSI and may result in termination of the Software Support and Services Contract if such failure materially hinders PSI's performance of this contract. PSI is responsible to notify CUSTOMER in writing sixty (60) days in advance of the effective date of termination.

Amendments

Additions of software systems or UniVerse and AIX users to this contract may be made during the contract term by a written agreement signed by representatives of both parties. Additional software systems and/or additions to the number of OPERATING PRODUCT users will increase the support fees. CUSTOMER may delete application software systems from this contract. Requests for deletions must be submitted in writing to PSI at least sixty (60) days prior to the date of the intended change.

Addition of a Service Program can be made at any time. Discontinuing a Service Program requires sixty (60) days written notice. Once discontinued, the Service Program can not be reinstated for a period of one year.

Software Modification

Any modification by CUSTOMER of a PSI software system, OPERATING PRODUCT, or their related files without written permission from PSI will result in the termination of this software support and services contract.

Limitation of Liability

Neither PSI nor CUSTOMER will be liable for special, indirect, incidental, or consequential damages arising out of this agreement.

Software Support and Services Contract**Settlement of Disputes**

Any dispute affecting this contract will be resolved by submitting the dispute to an independent arbitrator chosen by agreement of PSI and CUSTOMER and such arbitration shall be conducted in accordance with the rules of the American Arbitration Association. It is agreed that the decision of this arbitrator shall be binding, and that the costs of settling the dispute shall be allocated among the parties by the arbitrator.

Services Policies Acceptance

Attached as an exhibit and incorporated herein are PSI's Services Policies. These policies detail the service program choices available and the support services provided within each service level. CUSTOMER has read, understands, and agrees to abide by these policies.

Correspondence

All communications between the parties in connection with this contract should be in writing and addressed as follows:

To PSI:

Paciolan Systems, Inc.
2875 Temple Avenue
Long Beach, CA 90806
Attn: Contracts Administrator

To CUSTOMER:

Mr. John D. Twining
West Virginia University
Intercollegiate Athletics
Coliseum
Morgantown, WV 26507

Signatures

The following are the signatures of representatives of PSI and CUSTOMER who have legal authority to bind their respective organizations and by signing have consummated this contract:

Paciolan Systems, Inc.

By: Jane C. Kleinberger

Name: Jane C. Kleinberger

Title: President

Date: April 24, 1998

West Virginia University

By: John D. Twining

Name: John D. Twining

Title: Assistant Athletic Director
for Finance

Date: July 23, 1998

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WVU PROCUREMENT IT-TEAM

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WV-96
Rev. 3/94AGREEMENT ADDENDUM

In the event of conflict between this addendum and the agreement, this addendum shall control:

1. ARBITRATION - Any references to arbitration contained in the agreement are hereby deleted. Disputes arising out of the agreement shall be presented to the West Virginia Court of Claims.
2. HOLD HARMLESS - Any clause requiring the Agency to indemnify or hold harmless any party is hereby deleted in its entirety.
3. GOVERNING LAW - The agreement shall be governed by the laws of the State of West Virginia. This provision replaces any references to any other State's governing law.
4. TAXES - Provisions in the agreement requiring the Agency to pay taxes are deleted. As a State entity, the Agency is exempt from Federal, State, and local taxes and will not pay taxes for any vendor including individuals. Nor will the Agency file any tax returns or reports on behalf of vendor or any other party.
5. PAYOUT - Any references to prepayment are deleted. Payment will be in arrears.
6. INTEREST - Should the agreement include a provision for interest on late payments, the Agency agrees to pay the maximum legal rate under West Virginia law. All other references to interest or late charges are deleted.
7. ACCOUNTING - Any language in the agreement waiving the Agency's right to set-off, counterclaim, recoupe, or other defense is hereby deleted.
8. FISCAL YEAR FUNDING - Services performed under the agreement may be continued in succeeding fiscal years for the term of the agreement, contingent upon funds being appropriated by the Legislature or otherwise being available for this service. In the event funds are not appropriated or otherwise available for this service, the agreement shall terminate without penalty on June 30. After that date, the agreement becomes of no effect and is null and void. However, the Agency agrees to use its best efforts to have the amounts contemplated under the agreement included in its budget. Non-appropriation or non-funding shall not be considered an event of default.
9. STATUTES OF LIMITATION - Any clauses limiting the time in which the Agency may bring suit against the vendor, lessor, individual, or any other party are deleted.
10. SIMILAR SERVICES - Any provisions limiting the Agency's right to obtain similar services or equipment in the event of default or non-funding during the term of the agreement are hereby deleted.
11. ATTORNEY FEES - The Agency recognizes an obligation to pay attorney's fees or costs only when assessed by a court of competent jurisdiction. Any other provision is invalid and considered null and void.
12. ASSIGNMENT - Notwithstanding any clause to the contrary, the Agency reserves the right to assign the agreement to another State of West Virginia agency, board or commission upon thirty (30) days written notice to the vendor and vendor shall obtain the written consent of Agency prior to assigning the agreement.
13. LIMITATION OF LIABILITY - The Agency, as a State entity, cannot agree to assume the potential liability of a vendor. Accordingly, any provision limiting the vendor's liability for direct damages or limiting the vendor's liability under a warranty to a certain dollar amount or to the amount of the agreement is hereby deleted. In addition, any limitation is null and void to the extent that it precludes any action for injury to persons or for damages to personal property.
14. RIGHT TO TERMINATE - Agency shall have the right to terminate the agreement upon thirty (30) days written notice to vendor.
15. TERMINATION CHARGES - Any provision requiring the Agency to pay a fixed amount or liquidated damages upon termination of the agreement is hereby deleted. The Agency may only agree to reimburse a vendor for actual costs incurred or losses sustained during the current fiscal year due to wrongful termination by the Agency prior to the end of any current agreement term.
16. RENEWAL - Any reference to automatic renewal is hereby deleted. The agreement may be renewed only upon mutual written agreement of the parties.
17. INSURANCE - Any provision requiring the Agency to insure equipment or property of any kind and name the vendor as beneficiary or as an additional insured is hereby deleted.
18. RIGHT TO NOTICE - Any provision for repossession of equipment without notice is hereby deleted. However, the Agency does recognize a right of repossession with notice.
19. ACCELERATION - Any reference to acceleration of payments in the event of default or non-funding is hereby deleted.
20. AMENDMENTS - All amendments, modifications, alterations or changes to the agreement shall be in writing and signed by both parties. No amendment, modification, alteration or change may be made to this addendum without the express written approval of the Purchasing Division and the Attorney General.

SIGNED BY:

STATE OF WEST VIRGINIA

Handing Date: West Virginia University
 Signed: John D. Tung
 Title: Asst'l Athletic Director
 Date: Sept 22, 1998

VENDOR

Company Name:

Signed:

Title:

Date:

Paciolan Systems, Inc
Jane C Kleinsager
President
Aug 7, 1998



Agreement

Procurement, Contracting & Payment Services
One Waterfront Place / 3rd Floor / Don Knotts Blvd
PO Box 6024
Morgantown WV 26506
Ph: 304-293-5711

Visit WVU PCPS on the internet: <http://pcps.wvu.edu>

Number: U19PACSTUBHUB

Please show this number on all packages
and documents related to this
Agreement.

Page 1 of 5

Vendor: Paciolan, LLC 5171 California Ave, Suite 200 Irvine, CA 92617	Ship To: West Virginia University Procurement, Contracting and Payment Services PO Box 6024 Morgantown, WV 26506	Invoice To: West Virginia University Payment Services One Waterfront Pl / 3rd Fl / Don Knotts Blvd PO Box 6024 Morgantown WV 26506-6024 Ph: 304-293-5711			
Supplier #: 					
Date of Order / Buyer: July 1, 2018 Sara Harvey	Payment Terms: 30 Net	Ship Via: N/A	FOB: N/A	Freight Terms: N/A	Delivery Date: Per Agreement

AGREEMENT

This Agreement constitutes acceptance of contract by and between West Virginia University Board of Governors on behalf of West Virginia University and Paciolan, LLC

For: StubHub integration with Paciolan services

Services beginning **July 1, 2018** and extending through **Termination**

All services shall be performed in accordance with the standard form of agreement attached hereto as a part hereof.

If 'Open-End' is stated in lieu of total purchase order amount - it is due to indefinite quantity or length of service required; but, only to the extent the services remain within the intended scope of work.

Total Amount
of this Order: \$ Open-End

Authorized Procurement Officer Signature: Sara E Harvey 12/6/2018

OPT IN TO VALIDATION AND FULFILLMENT AGREEMENT

This Opt In to Validation and Fulfillment Agreement (the "Agreement") is made by and between Paciolan, LLC., having its principal place of business at 5171 California Avenue, Suite 200, Irvine, CA 92617 ("Paciolan"), and the Paciolan Client set forth on the signature page below ("Paciolan Client"), with a principal place of business at the address set forth on the signature page, effective as of the effective date set forth on the signature page below ("Effective Date"). This Agreement establishes the general terms and conditions that shall govern ticket resale integration of Paciolan Client tickets between Paciolan and StubHub, Inc. ("StubHub") through links and integration. This Agreement amends, restates and supersedes any previous Opt In to Validation and Fulfillment Agreements previously entered into between the parties. Now, therefore, the parties hereby agree as follows:

1. CERTAIN DEFINITIONS. "StubHub Marks" mean the StubHub domain names, trademarks, logos and other branding elements to be used in the performance of this Agreement. "StubHub Site" means the website owned and operated by StubHub and currently accessible at www.stubhub.com, as well as any mobile sites, applications, and future domain names made available by StubHub for third parties to sell event tickets. "Marks" means the Paciolan Client Marks or StubHub Marks, as applicable. "Net Sales Revenue" means the total logistics fees, buy fees, and sell fees StubHub actually retains with respect to a Qualifying Transaction for a Qualified Event less (i) the processing fees (e.g. payment processing, logistics/delivery fees, and customer escalations); and (ii) any cancellations (including but not limited to any cancellations due to known or suspected fraud) and refunds. "Paciolan Client Marks" means the Paciolan Client domain names, trademarks, website addresses, logos and other branding elements used in the performance of this Agreement. "Qualified Event" means any live event that Paciolan and Paciolan Client mutually agree to electronically integrate on the StubHub Site to allow for electronic cancel and reissue. "Qualifying Transaction" is a fulfilled sale order, via the V&F Services (as defined below), placed on the StubHub Site by a secondary buyer of tickets to a Qualified Event at a discrete time, as verified by the system time stamp (i.e. multiple orders by one buyer shall constitute more than one Qualifying Transaction). "Term" means from the Effective Date through the expiration date set forth on the signature page below. "Sublicensed Sites" means the websites owned and operated by the Paciolan Client.

2. Fulfillment, Integration and Bar Code Availability. Fulfillment, for purposes of this Agreement, will utilize the integration between Paciolan and StubHub. Accordingly, pursuant to this Agreement, StubHub customers shall receive tickets generated by Paciolan through the StubHub platform (the "V&F Services"). Electronic delivery shall be the exclusive method for fulfillment of tickets via the V&F Services. All tickets will indicate "StubHub" under the ticket price field. If a Qualified Event is cancelled or postponed and not rescheduled within thirty (30) days of postponement, payments made by Paciolan to Paciolan Client for the applicable Transaction Fees shall be refunded to Paciolan; or, if not yet paid, shall be deducted from the subsequent payment to Paciolan Client. If and when season ticket holders choose to use, and actually use, the "Credit My Season Account Functionality", within the StubHub Site, for payment processing, payments will be remitted to Paciolan for payment to Paciolan Client. Paciolan Client agrees and acknowledges that all Paciolan Client single ticket bar codes may not be available to the public until five (5) days before the applicable event.

3. Direct Listings. Paciolan Client shall have the right, but not the obligation, to sell primary tickets via the StubHub Site on an event-by-event, ticket-by-ticket basis. Any primary ticket listed by or on behalf of Paciolan Client on the StubHub Site shall not constitute a Qualifying Transaction for payment purposes, and as such no Transaction Fee will be applicable to such listing. Paciolan Client will ensure that all primary ticket listings are in compliance with StubHub's User Agreement, Privacy Policy, Primary Listings Policy, and all other terms and conditions referenced on the StubHub Site."

4. Promotional Obligations. Paciolan Client will perform the promotional obligations set forth on Attachment 1.

5. Customer Data. Upon execution of this Agreement, Paciolan Client will receive via StubHub available transaction data for the then prior three (3) years. Such data will be delivered via a FTP upload and will typically include event, event date, section, row, quantity of transactions, quantity of seats, total GMS (Gross Merchandise Sales - ticket cost inclusive of fees) and Average Ticket Price (ATP). Data to be delivered via secure FTP upload. Thereafter, Paciolan Client shall receive such data annually. Paciolan Client shall have access to certain StubHub customer data via the Paciolan ticketing system, including but not limited to customers' names, emails, seat location, and encrypted credit card information ("Customer Data"), which is to be used for the sole purposes of facilitating the cancel and reissue of tickets and assisting customers with any fulfillment issues (including, but not limited to, customer service and transaction based emails, delivery of print at home tickets, cancellations, notification of time changes, etc.), except as set forth below. Customer Data shall remain the sole property of StubHub and shall not be used by Paciolan Client to contact customers for marketing purposes or for any reason not directly related to the fulfillment of the tickets purchased, except: (i) until such Customer Data becomes Consented Customer Data (as defined below) via StubHub's confirmation of receipt of the applicable consent as contemplated below; or (ii) if such Customer Data was previously or is subsequently received by Paciolan Client via any other means, including, but not limited to, a transaction or inquiry independent of StubHub, a buying list, a graduating student, etc., in which case, such customer data shall no longer constitute Customer Data. Should StubHub have a reasonable basis for believing that either its privacy policy or statutory privacy laws are being violated through Paciolan Client's use of any Customer Data, Paciolan Client agrees to respond in a timely fashion to StubHub's reasonable requests for information related thereto. Notwithstanding the foregoing, subject to and conditioned upon StubHub's license to Paciolan, Paciolan hereby grants to Paciolan Client a perpetual and irrevocable sublicense to Consented Customer Data to be used for Paciolan Client's marketing purposes in accordance with Paciolan Client's privacy policies and practices and all applicable privacy laws, which will include, at a minimum: a) a publicly accessible privacy policy for Customers to review; b) an opt out in all email marketing as to future emails; c) no reference to Customers as StubHub Customers except in an initial welcome email. "Consented Customer Data" shall mean Customer Data, whereby the applicable ticket purchasing customer has consented electronically to the release and transfer of its Customer Data by StubHub to the Paciolan Client. Paciolan shall not be responsible for obtaining such consent from the customer with respect to the Consented Customer Data. Consented Customer Data shall not be used by Paciolan Client for marketing purposes until such consents are received from ticket purchasers through StubHub's checkout process. Paciolan Client shall use the Consented Customer Data in accordance with Paciolan Client's privacy policy and in compliance with applicable law. Paciolan Client agrees not to take retaliatory or punitive action against StubHub customers based on the customer's sale or purchase of tickets on the StubHub Site, through the cancellation of season tickets or otherwise, throughout and after the Term of this Agreement. Upon Paciolan Client's execution of this Agreement, Paciolan (via StubHub) will provide Paciolan Client transaction data for Paciolan Client's events for the then prior three (3) years. Such prior transaction data will be provided only for the genre events that will be supported by the ticketing integration contemplated by the parties

hereunder. For example, if Paciolan Client is integrated for Football and Men's Basketball Qualified Events only, then the Paciolan Client would not receive Men's Hockey or Women's Volleyball transaction data. Thereafter, Paciolan will provide such data annually to Paciolan Client.

6. Paciolan Client Restrictions. During the Term, except with respect to the paperless transfer tickets or similar process utilized (i) for privileged groups, such as students, faculty and staff, (ii) for alumni clubs, or (iii) with respect to zero or nominal value tickets (i.e. comps), Paciolan Client must not: (i) establish an in-house service or engage any third party services (including but not limited to primary ticketing services as well as secondary ticketing services) that enable the paperless transfer of tickets to Qualified Events, unless all tickets are and remain freely and openly transferable through the StubHub Site; (ii) permit, implement or establish any technology, processes, services or other means that prevent the free and open trade of tickets through the StubHub Site in accordance with the provisions of this Agreement; (iii) establish (either by itself or through a third party) an in-house service designed to enable to facilitate the resale or transfer of its tickets; (iv) engage any other secondary ticketing service apart from StubHub; and/or (v) in any other way, prohibit or limit the free and open transfer of any of its tickets on the StubHub Site; provided however, for purpose of clauses (i)-(v) above, that if Paciolan Client is, as of the date of this Agreement, subject to any pre-existing regulations, agreements or policies that limit or restrict the resale of tickets that have been allocated to students, staff, faculty or suites only, then Paciolan Client may decline the provision of V&F Services to Paciolan Client in respect of those affected tickets only. If Paciolan Client breaches any provision of this Section 6, Paciolan may terminate this Agreement upon notice to Paciolan Client.

7. Customer Service. Paciolan Client will provide its services in a professional manner and in accordance with applicable laws and regulations. StubHub will provide customer support in the form of a call center and email support consistent with its customary and current customer service offering but will not generally provide any on-site customer support to Paciolan Client with the exception of the first Qualified Event after the Effective Date with respect to which Paciolan Client requests onsite customer support. Paciolan Client agrees to provide a commercially reasonable, onsite professional location for StubHub to handle on-site issues in its discretion, which shall be equipped at a minimum with electricity and an internet connection. StubHub will provide training and tools necessary for the venue box office staff to respond to any customer service issues in a satisfactory manner and Paciolan Client will provide all other requisite on-site customer support.

8. Trademark Licenses. Subject to such written guidelines on usage as may be periodically provided to StubHub by Paciolan Client, during the Term of this Agreement, Paciolan Client hereby grants to Paciolan a non-exclusive, royalty-free, sublicensable, worldwide right and license to use, transmit, store, display, reproduce and copy the Paciolan Client Marks to the extent necessary to enable StubHub to perform its obligations and exercise its rights under this Agreement, provided that such StubHub use shall be subject to the prior written consent of Paciolan Client. Subject to such written guidelines on usage as may be periodically provided to Paciolan Client by StubHub, during the Term of this Agreement, subject to and conditioned upon the license granted from StubHub to Paciolan, Paciolan hereby grants to Paciolan Client a non-exclusive, royalty-free, non-sublicensable, worldwide right and license to use, transmit, store, display, reproduce and copy the StubHub Marks to the extent necessary to enable Paciolan Client to perform its obligations under this Agreement. Except as set forth herein, no right, title, license, or interest in any Marks is intended to be given to or acquired by the other party or StubHub with respect to Paciolan Client Mark by the execution or performance of this Agreement. All goodwill arising out of any use of any of the Marks will inure solely to the benefit of its original owner. Paciolan makes no representations or warranties with respect to the StubHub Marks and assumes no liability or responsibility with respect to the license granted herein.

9. Third Party Beneficiary. It is expressly agreed by the parties that StubHub, Inc., and its successors and assigns, subsidiaries and parent companies, is intended to be a third party beneficiary to this Agreement and shall be entitled to all rights and benefits contemplated hereby as though a signatory to this Agreement. For the avoidance of doubt, such rights shall include StubHub's right to proceed directly against Paciolan Client to enforce a breach of this Agreement.

10. Payments. Paciolan Client shall be eligible for payment of Transaction Fees identified on the signature page. Paciolan will provide Paciolan Client a monthly reporting of the Transaction Fees. In addition to the other conditions set forth in this Agreement, all Transaction Fees shall be subject to and conditioned upon Paciolan's receipt of the corresponding payment from StubHub.

11. Confidentiality. A party's "Confidential Information" is defined as any confidential or proprietary information of a party which is disclosed to the other party in a writing marked confidential or, if disclosed orally, is identified as confidential at the time of disclosure. It is specifically agreed that any information related to StubHub that is not publicly available is Confidential Information of Paciolan for purposes of this Agreement. For the avoidance of doubt, StubHub, while a third party beneficiary, is not a "party" to this Agreement. Each party will hold the other party's Confidential Information in confidence and will not disclose such Confidential Information to third parties nor use the other party's Confidential Information for any purpose other than as required to perform under this Agreement. Such restrictions will not apply to Confidential Information which (a) is already known by the recipient, (b) becomes publicly known through no act or fault of the recipient, (c) is received by recipient from a third party without a restriction on disclosure or use, or (d) is independently developed by recipient without reference to the Confidential Information. The restriction on disclosure will not apply to Confidential Information which is required to be disclosed by a court, government agency, regulatory requirement, or similar disclosure requirement, provided that recipient will first notify the disclosing party of such disclosure requirement or order and use reasonable efforts to obtain confidential treatment or a protective order. The parties' respective obligations hereunder will survive the expiration or early termination of this Agreement for a period of three (3) years. Upon termination of this Agreement, and upon written request, the receiving party will return to the disclosing party all Confidential Information of the disclosing party and all documents or media containing any such Confidential Information and any and all copies or extracts thereof.

12. Termination. This Agreement will be terminable early (i) if a party materially breaches this Agreement and does not cure such breach within ten (10) days following written notice thereof from the non-breaching party; (ii) by mutual written agreement; (iii) upon termination or expiration of the contractual relationship between Paciolan and StubHub contemplating the transactions set forth herein; or (iv) termination of the Ticketing Agreement. Upon expiration or termination, all licenses granted hereunder shall terminate unless such licenses are perpetual. Sections 1 ("Certain Definitions"); 5 ("Customer Data"); 12 ("Termination"); 13 ("Representations and Warranties"); 14 ("Indemnification"); 15 ("Limitation of Liability"), and 16 ("General") will survive the expiration or early termination of this Agreement.

13. Representations and Warranties. Paciolan Client shall comply with all applicable laws with respect to the transactions contemplated by this Agreement. Paciolan Client represents and warrants that (i) it has full power and authority to enter into this Agreement and to perform all of its obligations hereunder and (ii) its entry into this Agreement does not violate any other agreement by which it is bound. EXCEPT AS EXPRESSLY STATED HEREIN, EACH PARTY DISCLAIMS ALL WARRANTIES AND CONDITIONS, EXPRESS, IMPLIED OR STATUTORY, INCLUDING WITHOUT LIMITATION THE IMPLIED WARRANTIES OF TITLE, NON-INFRINGEMENT, MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE. Each party acknowledges that it has not entered into this Agreement in reliance upon any warranty or representation except those specifically set forth herein.

14. Indemnification. Paciolan Client will indemnify StubHub against any and all claims which StubHub may incur as a result of any third parties actions arising from or relating to infringement by the Paciolan Client Marks of a U.S. patent, copyright, trademark right or other intellectual property right of a third party or misappropriation of any third party trade secret, except where the Paciolan Client Mark has been modified by StubHub without authorization, and such modification is the basis of the claim. In addition, Paciolan Client will defend, indemnify and hold harmless Paciolan, StubHub and their parents, subsidiaries, and their officers, directors, employees and agents and their successors and assigns ("Indemnitee(s)") against any and all claims which Paciolan or StubHub, respectively, may incur as a result of any third party (including StubHub as to Paciolan's right to indemnify hereunder) actions arising from or relating to: (i) any breach of this Agreement by Paciolan Client or any of its officers, directors, employees and agents; (ii) use of the V&F Services (except, as to indemnification of StubHub, where the liability is due to StubHub's negligence or willful misconduct); (iii) any Qualifying Transaction (except, as to indemnification of StubHub, where the liability is due to StubHub's negligence or willful misconduct); and (iv) any violation of any law by Paciolan Client in connection with the transactions contemplated by this Agreement. The foregoing obligations are conditioned on the Indemnitee: (i) giving Paciolan Client notice of the relevant claim, (ii) cooperating with Paciolan Client, at Paciolan Client's expense, in the defense of such claim, and (iii) giving Paciolan Client the right to control the investigation, defense and settlement of any such claim, except that Paciolan Client will not enter into any settlement that affects the Indemnitee's rights or interest without the Indemnitee's prior written approval. The Indemnitee will have the right to participate in the defense at its expense.

15. Limitation of Liability. PACIOLAN SHALL NOT BE LIABLE FOR SPECIAL, INCIDENTAL OR CONSEQUENTIAL DAMAGES OR LOST PROFITS (HOWEVER ARISING, INCLUDING NEGLIGENCE) ARISING OUT OF OR IN CONNECTION WITH THIS AGREEMENT. IN NO EVENT WILL PACIOLAN BE LIABLE TO THE PACIOLAN CLIENT IN AN AMOUNT GREATER THAN ONE HUNDRED THOUSAND DOLLARS (\$100,000). THIS LIMITATION OF LIABILITY IS CUMULATIVE, WITH ALL PAYMENTS FOR CLAIMS OR DAMAGES IN CONNECTION WITH THIS AGREEMENT BEING AGGREGATED TO DETERMINE SATISFACTION OF THE LIMIT. THE EXISTENCE OF ONE OR MORE CLAIMS WILL NOT ENLARGE THE LIMIT.

16. GENERAL. This Agreement will be construed in accordance with and governed exclusively by the laws of the State of California applicable to agreements made among California residents and to be performed wholly within such jurisdiction, regardless of such parties' actual domiciles. Both parties submit to personal jurisdiction in California and further agree that any cause of action arising under this Agreement will be brought exclusively in a court in Orange County, CA. This Agreement does not create, and nothing contained in this Agreement will be deemed to establish a joint venture between the parties, or the relationship of employer-employee, partners, principal-agent or the like. Further, neither party will have the power to bind the other without the other's prior written consent, nor make any representation that it has any such power. Without the prior written consent of Paciolan, Paciolan Client shall not (i) directly or indirectly assign, transfer, pledge or hypothecate its rights or

obligations in this Agreement or any interest therein. Any such assignment shall not relieve Paciolan Client of any of its obligations hereunder. Without the prior written consent of Paciolan Client, Paciolan shall not assign or transfer its rights or obligations in this Agreement or any interest therein, except in the event of an assignment by Paciolan to any parent, subsidiary, affiliate or successor-in-interest (including, without limitation, a successor by virtue of an acquisition), in which event no such consent shall be required. Any assignment, transfer, pledge or hypothecation for which consent is required hereby and which is made without such consent shall be void. If any provision herein is held to be invalid or unenforceable for any reason, the remaining provisions will continue in full force without being impaired or invalidated in any way. The parties agree to replace any invalid provision with a valid provision that most closely approximates the intent and economic effect of the invalid provision. Headings are for reference purposes only and in no way define, limit, construe or describe the scope or extent of such section. If performance hereunder (other than payment) is interfered with by any condition beyond a party's control, such as an act of God, the affected party will be excused from such performance to the extent of such condition. Any notice under this Agreement will be in writing and delivered by personal delivery, overnight courier, confirmed facsimile, confirmed email, or certified or registered mail, return receipt requested, and will be deemed given upon personal delivery, one (1) day after deposit with an overnight courier, five (5) days after deposit in the mail, or upon confirmation of receipt of facsimile or email. Notices will be sent to a party at its address set forth above or such other address as that party may specify in writing pursuant to this section. This Agreement may be executed in two or more counterparts, each of which will be deemed an original and all of which together will constitute one instrument. This Agreement, including all documents referred to herein, sets forth the entire understanding and agreement of the parties, and supersedes any and all oral or written agreements or understandings between the parties. This Agreement may be changed only by a writing signed by both parties. The waiver of a breach of any provision of this Agreement will not operate or be interpreted as a waiver of any other or subsequent breach. In the event of a conflict between this Agreement and any attachments hereto, the terms in the Agreement shall control. For the avoidance of doubt, this Agreement does not in any way amend, modify or otherwise alter the terms and conditions of the primary ticketing agreement ("Ticketing Agreement") by and between Paciolan and Paciolan Client, which Ticketing Agreement shall remain in full force and effect per its terms. Neither party shall issue a press release, make any other public announcement or publish public materials regarding the subject matter herein, without the prior written approval of the other party.

IN WITNESS WHEREOF, the parties have executed this Agreement as of the Effective Date.

Effective Date: July 1, 2018

Expiration Date: June 30, 2024

Transaction Fee: 15% of Net Sales Revenue.

Name for marketing purposes: West Virginia Mountaineers

Paciolan Client: West Virginia University

By: Sara E Harvey

Name: Sara E Harvey

Title: Category Analyst

Address: PO Box 8024, One Waterfront Place
Morgantown, WV 26506

Paciolan, LLC.

By:

Name: Lorraine Samron

Title: President & CEO

Attachment 1

- Integration of text links that link directly on "click" from the Sublicensed Sites to the StubHub Site;
- Placement of "StubHub: Buy or Sell Tickets" in Text Links in the left rail of the Sublicensed Sites and/or the top rail of the Sublicensed Sites, either of which shall be "above the fold" throughout the ticketing pages, to the extent such rails are available on the applicable Sublicensed Site;
- When mutually agreeable, coordination on search engine marketing (SEM) to achieve 2 of top 4 placements on accounts, or similar mutually agreed upon results;
- Transmittal of a minimum of two dedicated emails to season ticket holders, donors, and subscribers;
- Allow pixels on Paciolan Client's home page or tickets page to be used for advanced audience targeting;
- For sold out events: Place a text link on eVenue pages redirecting traffic to StubHub Site; include in any press releases or emails announcing sellout specific language denoting StubHub as official partner of Paciolan Client and the safe and secure option for fans; minimum of one (1) social media post announcing sellout and directing customers to StubHub Site;
- StubHub logo and text link in Tickets dropdown and on Schedule pages (above the fold) for any integrated events;
- Co-branded landing page offering links to Buy/Sell flows for each Qualified Event along with a StubHub FAQ;
- Use Paciolan Client Marks on the StubHub Site and in print or radio advertising, pursuant to Section 8 of the Agreement;
- Include information about the StubHub integration in its season ticket insert, if available, at least once per men's basketball and once per football season][calendar year, provided Paciolan Client receives reimbursement from StubHub or Paciolan for the applicable printing costs for such season ticket insert.

**AMENDMENT NO. 3
TO
MASTER SOFTWARE AND SERVICES AGREEMENT**

This Amendment No. 3 ("Amendment") to that certain Master Software and Services Agreement effective as of December 1, 2014, as amended from time to time (collectively, the "Original Agreement"), is entered into effective as of November 1, 2018 ("Amendment Effective Date") by and between Paciolan, LLC ("Paciolan") and University of Richmond ("Customer").

Background

Paciolan and Customer now desire to further amend and supplement the Original Agreement as specified below in order to provide Customer with the PAC Fund Paciolan Software subscription services and Professional Services.

In consideration of the foregoing and other good and valuable consideration, the receipt of which is hereby acknowledged, the parties hereto agree to amend the Original Agreement as follows.

Original Agreement Amendments

1. **Supplemental Investment Addendum.** The Investment Addendum shall be supplemented with the Paciolan Software subscription services and Professional Services set forth on Exhibit A attached hereto. The t.Fund Paciolan Software and t.Fund Professional Services included in the Investment Amendment pursuant to Amendment No. 1 to the Original Agreement shall be deleted.

Except as amended by this Amendment, all terms and conditions set forth in the Original Agreement, including the defined terms, shall remain in full force and effect. If there is any conflict between the terms of this Amendment and the Original Agreement, then the terms of this Amendment shall prevail.

IN WITNESS WHEREOF, the parties have caused this Amendment to be executed and do each hereby represent that their respective signatory whose signature appears below has been and is on the Amendment Effective Date duly authorized by all necessary and appropriate corporate action to execute this Amendment.

PACIOLAN, LLC

Signature:

Sara E Harvey

Name:

Sara E Harvey

Title:

Category Analyst

Date:

12/6/18

UNIVERSITY OF RICHMOND

Signature:

Leanne Laike

Name:

Leanne Laike

Title:

Associate AD-Business

Date:

11/27/18